

The Solicitors' Journal.

LONDON, JANUARY 25, 1862.

THE case of *Gresley v. Mousley*, which has frequently been before the Court of Chancery, and was a few days ago the subject of appeal to the Lords Justices, is one of very great interest to solicitors. The question involved in the suit was the validity of a purchase of an estate from the late Sir Roger Gresley, of Drakelow Hall, Derbyshire, by his solicitor and confidential adviser, the late Mr. W. E. Mousley. Every practitioner, of course, knows that great risk necessarily attends any such transaction; but few will be prepared for the rules which have been laid down in this case. Both the parties had long since deceased when the bill was filed; the purchase impeached had been made for more than twenty years; and the evidence appears to have gone no further than to show that Mr. Mousley had made an advantageous bargain. The doctrine of the Court in such cases shifts the burthen of proof upon the solicitor or those claiming under him, and here the question was whether so great a lapse of time would not considerably modify the requirements of the Court in this respect. It was held, however,* that a solicitor who deals with his client is not only bound to do so with openness and fairness, and after communicating to him all the knowledge as to value which he acquired as his client's agent, but also to preserve sufficient evidence that he had done so. The Vice-Chancellor Stuart, when delivering judgment in the original case, forcibly observed that "if a solicitor will deal with his client and make a purchase, and take a conveyance by a deed, and take the title deeds relating to the property, the most valuable evidence of title that he can have is that which shows that he had bought the property under circumstances which could give him a good title to retain it." The transaction, therefore was decreed to be set aside by the Vice-Chancellor, and also on appeal by the Lords Justices. As to the purchase-money, however, the appellate judges differed from Sir John Stuart. His Honour considered that the vendor was bound by the receipt endorsed on the deed, but the Lords Justices directed an inquiry to be made, whether the purchase-money, or any part of it, had been paid or satisfied. The result of this inquiry was, that no further evidence, beyond the endorsed receipt itself, had been produced; and the question thus raised was decided in the Court of Appeal last week. Their lordships were of opinion that it was the duty of the solicitor to have preserved evidence of payment other than the deed itself, and the receipt indorsed upon it. This decision takes place, as we have already mentioned, more than twenty years after the purchase impeached and after the death of both the persons who were parties to it, and is, therefore, to be regarded as being the strongest caution to solicitors of the necessity of preserving permanently such evidence as will be sufficient at any future time to support a transaction of this kind—always bearing in mind that the burthen of proof will lie upon them or their representatives hereafter.

THE *Standard* of yesterday, in a leading article on the Volunteer movement, says, "that the 'Inns of Court' have contributed, undeniably, the most efficient corps of the Army of Volunteer Riflemen. Their numbers exhibit no falling off; the men are still, in carriage and appearance, the *élite* of the London battalions; and we question if so solvent an embodiment of 'the cheap defence of nations' exists through-

out the country, as this 'the pride of Middlesex.' The secret of their successful organisation and continued corporative health, is owing, as all who know the Volunteer force will allow, to two causes—one, the thorough efficiency of their drill and instruction as riflemen—they are commanded by a distinguished officer from the Rifle Brigade of twenty years service or more; the other, the ability and will of each volunteer in the corps to afford the expenses of his outfit and enlistment, whatever its length of term. Moreover, the contributions from the honorary members are greatly in advance of the regimental expenses."

ELSEWHERE in our columns will be found an account of the presentation of a testimonial by the Metropolitan and Provincial Law Association to Mr. W. Shaen, as a mark of the high estimation in which Mr. Shaen is held by that body, of which he was formerly the active and zealous secretary.

THE common law judges have issued the following orders:—

It is ordered that from and after the first day of Easter Term next inclusive every special case, special verdict and bill of exceptions set down in any of the superior courts of common law shall be divided into paragraphs, which, as nearly as may be, shall be confined to a distinct portion of the subject, and every paragraph shall be numbered consecutively. And that the masters on taxation do not allow the costs of drawing and copying any special case, special verdict, or bill of exceptions not in substance in compliance with this rule, without the special order of the court.

It is ordered that the several masters for the time being of the Courts of Queen's Bench, Common Pleas, and Exchequer respectively, together with Keith Barnes, Alfred Bell, John Clayton, William Strickland Cookson, John Coverdale, William Ford, Barth John Laurie Frere, Frederick Halsey Janson, Edward Lawrance, William Murray, Park Nelson, Frederick Iltid Nichol, Frederic Ourry, John Hope Shaw, John Welchman Whately, and John Young, gentlemen, attorneys-at-law, be and the same are hereby appointed examiners for the present year to examine all such persons as shall desire to be admitted attorneys of all or either of the said courts, and that any five of the said examiners (one of them being one of the said masters) shall be competent to conduct the said examination, in pursuance of and subject to the provisions of the rule of all the courts made in this behalf in Hilary Term, 1853.

THE Council of Legal Education have awarded to Herbert Hardy Cozens-Hardy, Esq., student of Lincoln's Inn, a studentship of fifty guineas per annum, to continue for a period of three years; to John Forbes, Esq., student of Lincoln's Inn, George Philippo, Esq., student of the Inner Temple, and Arthur Wilson, Esq., student of the Inner Temple, certificates of honour of the first class; and to Jason Smith, Esq., student of Lincoln's Inn; William Holding, Esq., student of Lincoln's Inn, Thomas Green, Esq., student of Gray's Inn, Edward Alfred Hadley, Esq., student of Lincoln's Inn, Matthew Henry Starling, Esq., student of the Inner Temple, Charles Edward Fox, Esq., student of the Inner Temple, John E. Meek, Esq., student of the Inner Temple, John Kinghorn, Esq., student of Lincoln's Inn, Edward Thomas Smith, Esq., student of Lincoln's Inn, and Thomas Hudson Jordan, Esq., student of Gray's Inn, certificates that they have satisfactorily passed a public examination.

MR. M. A. G. SHAW, civil and sessions judge of Purneah, has been appointed civil and sessions judge of Sylhet. MR. H. C. HALKETT, civil and sessions judge of Sylhet, has been appointed civil and sessions judge of Rungpore. MR. F. TUCKER, civil and sessions judge of Rungpore, has been appointed civil and sessions judge of Purneah.

THE QUEEN has been pleased to appoint Mr. Henry Hes Woodcock, to be Chief Justice of the Island of Tobago.

WHAT IS A LUNACY INQUIRY?

A learned correspondent, "F. S. R.," last week called our attention to the nature of the present proceeding in the Windham case. "The inquiry before the judge and jury," he says, "is a Crown prerogative proceeding, not a litigation between parties;" and from this he appears to deduce the conclusion that it is incompetent to the alleged lunatic to raise any objection as to the number of jurors empanelled to try the question of his insanity or to insist upon his right to their unanimous verdict. It is certainly very important in considering any such question to consider what is the nature and foundation of the entire proceeding; and it is curious to observe the confusion which has arisen in the public press from inattention to this consideration. The *Times*, in a recent leading article, says, "that this is not a trial or anything like a trial. It is a simple inquiry as to a public fact." Other journals have, naturally enough, concluded that to all intents and purposes the proceedings before Master Warren are not only litigious, but that they are so in the very highest degree, and involve results of greater pecuniary than personal interest. Some of our public journalists have very much doubted whether such an inquiry is not utterly unsuited to the tribunal to which it is subjected, while others have been rather lavish in their praise of the aptitude of the Forum and of the judge for such a case. The *Standard*, in a leading article of Thursday last, has no fear of any miscarriage, except so far as "the delicacy and sensitiveness which must inhere in a nature so essentially poetic as Mr. Warren may mislead him!" But what the particular duty of Mr. Warren is—what are the grounds and theory of his jurisdiction—what the rights and what the liabilities and position generally of Mr. Windham are—and how the petitioners are to be judicially regarded—are points about which, not only the public, but the legal profession, are very much at sea. It is important, therefore, to obtain an accurate view of the entire subject.

In the first place, we ought to know whether, as "F. S. R." suggests, the inquiry before Master Warren is merely a Crown prerogative proceeding, or whether it is in any sense a litigation between parties. From such investigations as we have made upon this topic, we have come to the conclusion that whatever an inquisition in lunacy may have been originally, it now partakes, to most intents and purposes, of the characteristics of an ordinary litigated suit. At common law, no doubt the king was entitled to have ward of the lands of natural fools or idiots *a nativitate*; and the statute 17 Ed. 11, 39, declaring the fiscal prerogative of the king in this respect, is considered to have been only in affirmance of the rule of common law. The king, thus having a right to take the profits of the land of such persons, without waste or destruction, during their lives, it was the duty of the king's officers—his sheriff, coroner, and those who were bound by virtue of their office to make inquiry concerning any matter which gave the king a title to the possession of lands—to hold an inquisition where idiocy was alleged against any person within their jurisdiction; and sometimes special commissioners were appointed for this purpose. In the course of time, as might have been expected, attempts were made to prevent the injustice which was not unlikely to result from these commissions, and with this view a number of statutes were passed for the protection of those who were the subjects of inquisition. In the reign of Henry VIII. it was enacted (1 Hen. 8, c. 9), that no escheator should return any inquisition not found by the oaths of twelve men, and it seems to have been long previously settled that where a person was a lunatic but not an idiot—that is, where he had sometimes lucid intervals—the Crown took no profits under the statute *de prerogativa Regis*. Indeed the proceeding as to idiots was regarded, rather as a *regium munus* than as a prerogative of the Crown.

At all events our law has always drawn a wide distinction between the status of an idiot *a nativitate* and a person who is *non compos mentis*, or who is judged by the Court of Chancery to be incapable of conducting his own affairs. The law presumes that one who was born imbecile—who had no understanding from his nativity—is never likely to attain any. He never, therefore, could be supposed to be capable of taking care of himself or his affairs. But it is assumed that whoever once had reason or understanding may have it restored again. In the former class of cases, therefore, the Crown was considered to have the same interest as it had in a ward; but in the latter the Crown was considered merely as a trustee to protect the property of the lunatic—with the liability to account to him in case of his recovery. This distinction has not been without a practical bearing upon the conduct of all such cases; and gradually the old common law writ of *de idiotâ inquirendo* became obsolete. According to the present practice no such distinction is observed. The Crown has, in fact, no other interest in such a proceeding than to discharge the duty which the sovereign owes to all those who, by want of reason and understanding, are incapable of taking care of themselves. The Lord Chancellor, who has authority from the Crown in this respect, and to whom the care of lunatics is entrusted, can in no way be considered as an escheator under the old common law. The Sovereign or the State has no interest in the result of any commission of inquiry, except that which it has in the general well-being of the community, and of the individuals who compose it. As a matter of fact, such commissions are not issued except where the alleged lunatic is possessed of property sufficient to raise the hopes or fears of his relatives. The entire proceeding, moreover, is not only suggested by the ordinary motive of litigation, but is frequently conducted in a very litigious spirit, and with the most manifest regard to pecuniary results.

It seems to us, therefore, an anomaly to regard any such case as that now pending before Master Warren in the light of a prerogative Crown proceeding. The Crown has got little more to do with it, and no more interest in its result, than it has in any civil or criminal trial, where, of course, it is always for the public interest that there should be a righteous decision. Any analogy, therefore, which is drawn from obsolete law, or any practice which has no other authority than that which arose under such a different state of circumstances, ought to be adopted with caution. As the law stands at present, and as it has stood, not only since the reign of Henry VIII., but long before it, an inquisition cannot be returned unless it be found by the oaths of twelve men; and our correspondent "F. S. R." says that "the practice has always been to swear a jury of between twelve and twenty-four on commissions in lunacy." He refers, however, only to one case (which occurred in 1800) in support of this statement. There is no question, indeed, that such has been the practice for a considerable period, but there is certainly room for doubt that this has *always* been the practice. There is certainly good authority for the proposition that for an inquiry under the old common law writ the case "must have been tried by a jury of twelve men." But we are desirous not so much to enter upon any investigation of ancient precedents as to discover whether there are any good reasons for the existing practice. We admit, that if practically, it were a merely preliminary or *ex parte* inquiry instituted for public purposes, there would probably be the same reason for not requiring a unanimous verdict, as there is in the case of bills of indictment before the grand jury, and in proceedings before coroners. But it cannot be denied that the analogy supplied by such instances is

* F. N. B. 232, cited in 1 Tom. "Law Dic. Tit. Idiots and Lunatics, pl. II."

very imperfect. Although in point of theory the verdict of a jury in a lunacy inquiry is not conclusive, it is practically so as much as any verdict at Nisi Prius, or upon an issue directed by Chancery. There may no doubt be an attempt to traverse an inquisition, or perhaps the Lord Chancellor may quash it, just as in courts of common law, a verdict may be rendered worthless by some miscarriage, or a new trial may be granted upon good reason being shown. But this circumstance does not make us regard the first trial as being a preliminary proceeding, and as not being intended to be conclusive. The verdict of the jury in lunacy ought fairly to be considered as conclusive as the verdict of a jury in any case tried at Westminster Hall; and that it is so treated by all the parties really interested is obvious enough on many occasions. This being the case is there not some injustice in leaving the chances of the alleged lunatic so much at the mercy of an accident as they now are. It is required by the Lunacy Regulation Act "that every inquisition upon the oath of a jury be found by the oaths of twelve men at the least." Assuming that the person whose state of mind is the subject of inquiry has any interest in escaping from a verdict it is manifest that his chances lessen in proportion to the increased number of the jury. It is much more probable that twelve men out of twenty-three would find Mr. Windham a lunatic than that twelve out of thirteen would do so. It seems just, therefore, that a jury of a greater number of persons than those who are absolutely required should not be empanelled to try the case; nor does there appear to be any reason why the entire procedure adopted on the trial should not be the same as that of the common law courts.

The Courts.

THE WINDHAM LUNACY INQUIRY.

Shortly after the Sitting of the Court on the 17th instant.—*Sir H. Cairns* addressing the Master said that, before the business of the day commenced, he wished to enter a protest against the decision of the Master to examine Mr. Windham in private. He based his protest upon two grounds—first, the ground of expediency; and secondly, the ground of jurisdiction. Certain statements to the effect that the conversation of Mr. Windham was childish and inconsequential, and that his manners were not consistent with soundness of mind, had been made in open court, and Mr. Windham desired that he should be permitted to rebut those statements, so far as they could be rebutted in the course of an examination, in the face of the public. On the question of the jurisdiction a most important rule was laid down by Lord Eldon in the *Portsmouth case*. When excluding the public from the examination in that case, Lord Eldon was reported by Sir George Cowper to have said that the act was the act of the parties, and not the act of the judge. Moreover, it was well known that the Divorce Court, in which extremely painful disclosures were frequently made, had not the power of sitting in private, and that a year or two ago Parliament actually refused, when an application was made to it for the purpose, to grant such a power to that tribunal. He was aware that alleged lunatics had sometimes been examined in private, but those private examinations had taken place only with the implied or expressed consent of the parties, or when an examination in open court was physically impossible. Of course, at whatever time or place the Master might appoint for the examination of Mr. Windham, that gentleman, as in duty bound, would attend, with his advisers. If the public should then be excluded, Mr. Windham must bow to the decision of the Court, but it would be understood that he did so, under protest.

Mr. Field stated that the advisers of the petitioners were quite content to leave the matter in the hands of the Master.

The MASTER said he had heard nothing from Sir H. Cairns which could induce him to alter the determination at which he had already arrived, for he had no hesitation in stating that if he were to accede to the proposal now made on behalf of Mr. Windham for a public examination, of a kind very different from any which took place in the Divorce Court—an examination necessarily involving topics of an extremely painful and

indelicate nature—it would simply have the effect of rendering him incapable of discharging his duties judicially, and in point of fact there would be no examination at all, but a mere abortive and unseemly exhibition. Of course, counsel would be present at the examination of Mr. Windham, and there would also be a short-hand writer for the protection of all parties; but he thought that the jury and himself might lawfully have a second interview with the alleged lunatic alone, though he trusted there would be no necessity for it.

COURT OF CHANCERY.

(Before the LORDS JUSTICES.)

THE LAW OF SOLICITOR AND CLIENT—PURCHASE BY SOLICITOR.

Jan. 17.—*Gresley v. Mousley*.—This appeal from a decision of Vice-Chancellor Stuart was argued before their lordships in November last, judgment being then reserved. The bill was filed by Sir Thomas Gresley, the son of the late Sir Nigal Gresley, who was the cousin and successor in the baronetcy of Sir Roger Gresley, of Drakelow Hall, Derbyshire, for the purpose of setting aside a sale of estates late the property of Sir Roger to Mr. William Eaton Mousley, the solicitor, and for many years the confidential adviser of Sir Roger. It appeared that Sir Roger had been in embarrassed circumstances for many years, and on the 18th of February, 1837, executed the deeds sought to be impeached by the bill, and thereby, in consideration of £6,940 paid by William Eaton Mousley, Sir Roger conveyed the estate in question to him in fee simple. There was no evidence beyond the receipt endorsed on the deed that the purchase-money had been paid or satisfied, but Mr. Mousley entered into possession of the estate, and so continued up to the time of his death, in January, 1853. Sir Roger died in October, 1837, having by his will, dated in the previous month of May, devised his real estates to trustees upon trust for his wife, now Lady Sophia Dea Vaux, for life for her separate use, with remainders over. The grounds on which the plaintiff sought to set aside the sale were the existence of the confidential relation of solicitor and client between the parties, the embarrassed state of the circumstances of Sir Roger, and the inadequacy of the price given for the estate. On behalf of the defendants lapse of time was relied upon, and the difficulty of obtaining satisfactory evidence of the facts by reason of the deaths of the principal parties to the transaction, and of one of the attesting witnesses to the deed of conveyance, and it was contended that the increase in value of the property since the transaction was attributable to the making of a railway, and therefore that although the price given appeared now small, it was the full value at the time of the sale. The Vice-Chancellor, when the case was before him, ordered that the sale should be set aside, but held the vendor bound by the receipt on the deed for the £6,940, and refused an inquiry upon that point. The case was then brought by appeal before this Court and their lordships, after confirming so much of the decree as set aside the sale, directed an inquiry to be made whether the purchase money or any part of it had been satisfied. The Chief clerk of the Vice-Chancellor certified that, except as appeared by the receipt endorsed on the deed, there was no evidence of the payment of the sum of £6,940, or any part thereof, by Mr. Mousley. The Vice-Chancellor, on further consideration, thought that as there was no evidence of the non-payment of the money, mere suspicion would not suffice to rebut the presumption of payment which arose from Sir Roger Gresley's execution of the deed, and his signing the receipt, and his Honour declared that the defendants were entitled to credit for the amount. From this decision the present appeal was brought, the plaintiff insisting that in the absence of any further evidence of payment, the £6,940 ought to be considered as never having been paid, and no credit ought to be given for the same.

Mr. Malins, and Mr. G. L. Russell were for the appellant; and Mr. Amphlett, Mr. C. Hall, Mr. Bacon, and Mr. Osborne for the other parties.

Their Lordships thought that it was the duty of the solicitor to have preserved evidence of the payment of the money, the receipt endorsed on the deed not being sufficient for that purpose, considering the relationship in which the parties stood. Had such payment really been made time could not have destroyed the evidence thereof. The decision of the Vice-Chancellor would therefore be reversed, so far as the defendant was declared entitled to credit for the money in question, and a declaration would be made to that effect.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before Lord Chief Justice COCKBURN, Justices CROMPTON, BLACKBURN, and MELLOR.)

Jan. 20.—*Ex parte The Rev. Mr. Meara*.—The Rev. Mr. Meara appeared in person and moved for a rule nisi, calling upon Mr. Bowen May, a solicitor, to show cause why a judgment entered upon a warrant of attorney, given by the applicant on the 31st of October, 1859, should not be set aside. He moved on two grounds, first, that the warrant of attorney was obtained from him by trickery and fraud, his attorney being in collusion with Mr. Bowen May; and secondly, that at the time of the execution of the warrant of attorney a letter was written by Mr. Bowen May, and given to applicant's attorney, which he had been advised constituted a valid defeasance to the warrant of attorney, and that judgment had been wrongfully entered up in contravention of such defeasance. The applicant then read portions of a correspondence that had passed between him, Mr. Babb, and Mr. Cheshire, solicitors, of Cheltenham, and Mr. Bowen May, relative to his giving up a correspondence that had passed between him and Maria Evans, wife of the Rev. Mr. Evans, of Cheltenham, the letters having been written to him by Mrs. Evans. The warrant of attorney had reference to the sum of £300, advanced at 4 per cent interest, and was in connection with the delivering up of the letters. The defeasance relied on was a letter written by Mr. Bowen May to the applicant, which stated that so long as he refrained from annoying any of his (Mr. Bowen May's) friends, the Evanses, of Cheltenham, the warrant of attorney would not be enforced. Contrary to that statement Mr. Bowen May had signed judgment against him.

Mr. Justice BLACKBURN.—Was the £300 advanced?

The Rev. Mr. Meara.—Yes.

The LORD CHIEF JUSTICE.—Have you done anything to annoy the parties?

The Rev. Mr. Meara.—No; I do not know that I have. It is for the other side to show that.

Mr. Justice CROMPTON.—No, it is not. It is for you to show it.

The LORD CHIEF JUSTICE.—Do you state in your affidavit that you have kept yourself within the terms of the defeasance?

The Rev. Mr. Meara.—I do not. There was an action brought by me against Mr. Cheshire, of Cheltenham, the attorney whom I charge with acting in collusion with Mr. Bowen May.

The LORD CHIEF JUSTICE said that the affidavit was in consequence, defective, and the application could not be granted.

Application refused.

(Sittings in Banco, before Lord Chief Justice COCKBURN, and Justices WIGHTMAN, CROMPTON, and MELLOR.)

Jan. 21.—The Court was occupied the whole day with cases in the special paper, of interest only to the parties concerned.

At the rising of the Court,

Mr. Cox, M.P., for Finsbury, applied in person to strike his name off the roll of attorneys. He moved on the usual affidavit, and added that he had ceased to practice as an attorney since 1858.

We understand that Mr. Cox is about to enter himself as a student at Lincoln's-inn, and intends going to the Bar.

(Sittings in Banco, before Lord Chief Justice COCKBURN and Justices CROMPTON and BLACKBURN.)

BUSINESS OF THE COURT.

Jan. 23.—The LORD CHIEF JUSTICE said, the Court would hold post-terminal sittings on the 1st and 3rd of February, and, it released from the Court of Error, on the 12th and 13th, the Court would also sit on the 14th, 15th, and 17th of February, in consequence of the very considerable arrears in the different papers of the court. His lordship added that the Court would endeavour to make arrangements for the convenience of the Bar by making such selections from the papers as would least interfere with the attendance there of the members of the Bar whose presence would be necessary at Guildhall. Settlement and conviction cases would be selected from the Crown papers as likely to least interfere in the way he had referred to. The Court would also sit on the 22nd of February for delivering judgments.

CRIMINAL INFORMATION.

Ex parte Pope.—The Attorney-General (with whom was Mr. Monk, Q.C.) applied on behalf of Mr. S. Pope, a barrister of the Northern Circuit, for a rule nisi calling upon Mr. W. P. Roberts, an attorney practising at Manchester, to show cause why a criminal information should not be filed against him for the writing and publishing of a malicious libel in a letter addressed by Mr. Roberts to Mr. Pope. The matter which gave rise to the necessity of this proceeding arose out of the trial of the case of *Taylor v. Clarkson*, for seduction, before Mr. Justice Crompton, at the last Liverpool assizes. The plaintiff's daughter was a factory operative, and the defendant was a millowner near Bolton. The seduction took place four years before the issuing of the writ. At the time of the birth the defendant paid all the necessary and usual expenses, and a further sum of 3s. per week for the child's maintenance from its birth till its death, which took place in 1861, and then 3s. a week in advance to the mother for twelve months. With the exception of the issue of a writ in 1861, by an attorney at Norwich, the case had been treated as a simple bastardy case till it got into Mr. Robert's hands. Before the action was called on, an offer was made by Mr. Pope, as the defendant's counsel, to settle the matter and save exposure by the payment of £75. That was accepted by the plaintiff's attorney, but it afterwards went off because he insisted on taking a verdict for that amount instead of being content with a judge's order. On the facts of the case coming out on the trial, the learned judge remarked that it looked very much like an action for costs, and the jury wished the case to be stopped, but Mr. Roberts's clerk refused, and the case was tried out. Mr. Pope addressed the jury for the defendant. The trial resulted in a farthing damages, the learned judge intimating his readiness to give a certificate to deprive the plaintiff of her costs. In the course of his remarks, Mr. Pope commented on its being an attorney's action, and that if the jury gave substantial damages, it would not go to the plaintiff, but into the attorney's pocket for costs. On the 30th December, Mr. Pope received the letter complained of. After referring to the trial and attempted compromise, and the remarks on its being an attorney's action, Mr. Roberts said it was a scandalous and malignant falsehood, a wicked and disgraceful lie, and such as ought for ever to exclude Mr. Pope from the society of honourable men; that the privilege of the Bar did not protect him from such scandalous conduct and such a wilful falsehood, and that his conduct was all the blacker from his knowledge that Mr. Roberts was at Constantinople at the time suffering from illness.

The LORD CHIEF JUSTICE said the learned Attorney-General might take a rule. He hoped Mr. Roberts would feel that he had allowed his temper to carry him too far in sending such a letter.

Rule granted.

COURT OF EXCHEQUER.

(Sittings in Banco, before the LORD CHIEF BARON and BARONS MARTIN, CHANNELL, and WILDE.)

Jan. 22.—*Rogers v. Multon*.—Mr. J. Martin was about to argue a demurrer to the plea in this action, when

Mr. Baron MARTIN (holding up the case supplied to their lordships) said, in the first place, I must protest against a paper book in this form. There is no space for the judges to make notes on.

Mr. Martin.—It was sent up, my lord, by an attorney in the country, and I must admit it is not a respectable-looking book.

Mr. Baron MARTIN.—I only make the remark that to supply such books may not become a practice.

COURT OF EXCHEQUER CHAMBER.

Jan. 18.—A curious point of law was decided by the Court this morning. The servant of a contractor who had undertaken to supply the troops at Shorncliffe with butchers' meat, made use of a light weight, by which the soldiers were deprived of their fair share of food. The man was detected, and a jury found him guilty of stealing the meat of which the men were deprived. The counsel for the offender appealed the case, on the ground that to use a false weight was not to steal. Chief Justice ERLE, however, in delivering the judgment of the Court, held that the man had kept the overplus meat with intent to steal it, and therefore affirmed the conviction.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Jan. 17.—*In re Frederick Withers Butler*.—The bankrupt was a farmer of Abingdon. Before the adjudication a creditor had instituted proceedings against him in the Brighton county court, and an order of committal for forty days had been made upon the judgment. The bankrupt's order of discharge was suspended for six months. The judgment creditor proved under the bankruptcy, and a few days since arrested the bankrupt upon the county court commitment. The bankrupt having applied for his discharge from custody,

The COMMISSIONER now gave judgment. This was not the case of an election. The commitment by the county court was intended to operate as a punishment for non-compliance with the order. This court had no power to interfere.—Application refused.

Mr. Linklater supported the application; Mr. West opposed it.

(Before Mr. Commissioner GOULDURN.)

Jan. 17.—The 109th section of the Bankruptcy Act, 1861, provides, among other things, that at the first meeting "a majority in value of the creditors present shall determine whether any and what allowance for support shall be made to the bankrupt up to the time of passing his last examination." In an unimportant case it appeared that at the first meeting the father-in-law of the bankrupt, a large creditor for money lent, attended and signed a resolution for an allowance to the bankrupt at the rate of £3 per week. No other creditor signed the resolution.

Mr. Lawrence, on the part of the bankrupt, now applied for his Honour's signature to the order embodying the resolution. This was requisite for the purpose of obtaining payment from the accountant in Bankruptcy.

The COMMISSIONER observed that the resolution had been signed by one creditor only, and that creditor was the father-in-law of the bankrupt. The case was full of suspicion. If his (the Commissioner's) opinion were asked, he would say that the legislature had acted most unwisely in leaving the creditors to determine upon the amount of allowance to be made to a bankrupt.

Mr. Lawrence.—No doubt. But in this case I only desire to have your honour's signature for the purpose of carrying out the order of the registrar.

The COMMISSIONER having made inquiry as to the amount of assets in hand, said that the matter might be again mentioned on Monday.

Mr. Lawrence said that if his experience was worth anything, he might intimate that nothing could be more mischievous than at the outset of a bankruptcy to place the bankrupt in a position antagonistic to creditors.

The COMMISSIONER.—Persons who have been wronged by a bankrupt cannot look dispassionately upon his conduct.

Mr. Lawrence.—It cannot be wise to attempt to starve a man into honesty.

Jan. 20.—Mr. Aldridge, the Crown solicitor, applied for an order committing Thomas Delahay, a debtor in the Queen's Bench Prison, to the common gaol for a month, under the following circumstances. Mr. Registrar Hazlitt attended at the above prison on Saturday last for the purpose of proceeding with the periodical gaol delivery provided for by the Bankruptcy Act, 1861, and amongst others the prisoner Delahay was brought before him, submitted to be sworn, and gave his evidence, but having given it, refused to sign it.

The COMMISSIONER.—On what ground did he refuse?

Mr. Aldridge. He required to know whether it was the intention of the registrar to adjudicate him a bankrupt. Of course no answer was given to his question, but he was simply requested to sign his examination, but that he refused to do. I have therefore, sir, now to apply to you for an order of the description I have mentioned, and I make my application under the 102nd section, I apply, therefore, sir, that you will commit him to the common gaol for a month, and adjudicate him a bankrupt.

The COMMISSIONER.—I think this a most important application, because it will become a precedent for future proceedings, and should, therefore, be well considered. It should be understood that the registrars going to the gaol for the humane purpose of delivering prisoners from further incarceration are not to have their object defeated, and that if any such attempt be made it will be visited with due punishment. The only doubt I have about it is whether I ought not to give this man

an opportunity of showing why he did not sign; or whether I ought to take the registrar's report as sufficient, without further inquiry, and make the order applied for at once. I think, however, the former would be the better course, and I will therefore thank you, Mr. Aldridge, to prepare a warrant for the purpose of bringing the prisoner before me. I know it is not your duty to do this, and indeed I wish that it was not only your duty, but that you had the authority to do it at once in any case; I have requested Mr. Hazlitt to inform the Lord Chancellor of the great assistance we derive in these courts from the able and efficient manner in which you perform the duties which have been entrusted to you, and also to state that if he would enlarge your powers, especially in matters of this description, that great public benefit would result therefrom. If you will take the proper steps in this instance for the purpose of bringing this man before me I shall be obliged to you. I think he ought to have a *locus penitentie*, and an opportunity of stating why he refuses to sign.

Mr. Registrar HAZLITT.—Do you adjudicate him a bankrupt in the meantime? There can be no harm in doing so, and then he will be quite under your control.

The COMMISSIONER.—The section says the court may "at the same time" adjudge the prisoner a bankrupt.

Mr. Aldridge.—I should rather think that referred to the time at which the order of committal is made.

The COMMISSIONER.—Yes, I would rather leave the matter over altogether until the prisoner has had an opportunity of showing cause.

Mr. Aldridge.—Then I will cause notice to be given to the prisoner of this application having been made, and of my intention to renew it on Monday next, when he will have the opportunity of showing cause, if able to do so, against its being granted.

The COURT.—Yes, that will be the better course.

In re The Law Newspaper Company (Limited).—This was a winding-up petition presented by Mr. James Walter, of Clifford's-inn, a shareholder and contributory.

From the petition it appeared that the Law Newspaper Company (Limited) was incorporated on the 3rd of December, 1856. The nominal capital was £6,000, divided into 600 shares of £10 each, and the registered office had been at Carey-street, Lincoln's-inn. Three-fourths of the capital had been lost or become unavailable.

Mr. Linklater appeared in support of the petition.

The COMMISSIONER observed that the petitioner was the holder of two shares only in the company. The application was certainly a singular one.

Mr. Linklater asked for an adjournment for the purpose of considering an affidavit which had been filed that morning on the part of the company.

The COMMISSIONER.—How many shares are there in this company?

Mr. Lawrence.—About 600.

Mr. Linklater said that if there had not been special reasons for this mode of procedure it would never have been adopted.

The COMMISSIONER.—It might be fraught with great mischief if the holder of two out of 600 shares were to be at liberty to wind up a company.

Mr. Linklater replied that if the facts had been fully stated in the petition, he did not think this proceeding of the petitioner would have been open to remark.

After some further observations the hearing was adjourned.

(Before Mr. Registrar MILLER.)

Jan. 18.—*In re Peter Morrison*.—The bankrupt was the manager of the National Assurance and Investment Association. This meeting was convened under the 185th section of the Bankruptcy Act of 1861, which runs as follows:—"At the first meeting of creditors, held after adjudication in the manner herein provided, or at any meeting to be provided for the purpose, and of which ten days' notice shall have been given in the *London Gazette*, three-fourths in number and value of creditors present or represented at such meeting may resolve that the estate ought to be wound up under a deed of arrangement, composition or otherwise, and that an application shall be made to the Court to stay proceedings in the bankruptcy for such period as the court shall think fit."

Mr. C. E. Lewis now submitted a resolution in the following terms:—"Memorandum: This being the day fixed by advertisement in the *London Gazette* for a meeting of the creditors of the above named bankrupt, convened pursuant to the Bankruptcy Act, 1861, to consider and resolve whether the

estate ought to be wound up under a deed of arrangement, composition, or otherwise, and whether an application should be made for the court to stay proceedings in the bankruptcy for such period as the court shall think fit—we, the undersigned, being the major part in value of the creditors present at this meeting, declare that it appears to us desirable to resolve, as we do accordingly resolve, pursuant to the 110th section of the said act, that no further proceedings in this matter be taken in bankruptcy; and we do further resolve that this meeting shall be adjourned until the 1st day of February, 1862, at eleven o'clock in the forenoon, in order that notice of such resolution may be given as required by the said last-mentioned section.

Mr. Linklater on behalf of the petitioning creditor opposed the resolution.

After some discussion the REGISTRAR said,—"I shall interpose no objection. The proceeding, however, appears to me to be somewhat of an anomaly. This is a special meeting, called and advertised for a specific purpose, under the 185th section of the act, which must be read with the five following sections. The creditors at such special meeting pass a resolution under another section. It seems somewhat anomalous."

Mr. C. E. Lewis said that the act of Parliament under the 110th section authorised any meeting of creditors to do a certain thing. This was a meeting of creditors, and they had resolved upon doing that which the section gave them power to do; therefore the resolution was drawn up to embody their determination.

The proceedings then terminated.

NEW BANKRUPTCY ACT.—We learn that Mr. Charles Dance, chief clerk of the Court for Relief of Insolvent Debtors, retired at the end of last September, but has occasionally given his attendance since to the present time to make up his accounts. The circumstance gives no rise to the other officers and clerks, as the new act provides that no vacancy in that establishment shall be filled up. Mr. Dance has only been chief clerk since May, 1858, but many years in the office. It is rumoured that, two or three of the official assignees in London are likely to retire soon. No vacancy in the number of official assignees in London will be filled up until reduced to three. There were nine. We believe the retiring allowances to these gentlemen to be from £1000 to £1500. Intimation has been given that the estimate of retiring allowances under this new measure will amount to £10,000, in six months from its coming into operation.

The third visitation of the Queen's Bench Prison took place on Saturday last under the provisions of the New Bankruptcy Act. Mr. Registrar Hazlitt presiding. The list presented by Captain Hudson, the governor, showed the number of prisoners detained in custody, on the 1st of January, to have been seventy; of this number ten were discharged in the course of the day. The case of Mr. Cobbett was called on, and that gentleman, after protesting against the registrars' right to question him, made a statement of the circumstances connected with his imprisonment, and complained loudly of the treatment which he had received. In conclusion he said—"I do not want to have my sufferings complicated by being made a bankrupt. The Registrar.—Our object is to simplify matters, not to complicate them. I adjudicate you a bankrupt, and give you an immediate discharge. Mr. Cobbett.—Remember, sir, I protest against your adjudication. Mr. Cobbett then proceeded to refute some statement which had appeared in the columns of a morning journal, after which the registrar ordered his discharge."

In the matter of Mr. Whittington, which came before Mr. Registrar Hazlitt, the prisoner alleged that he possessed property to an almost fabulous amount. When summoned to appear before the registrar he at first positively refused to do so, but upon its being intimated that such refusal would lead to a transference to the county gaol, he presented himself, and tendered a protest, which, however, was not read by the Court. In the course of his examination he stated that he was not in custody for debt, but for costs in an action which he had brought against Mr. Roupell, M.P., for trespass on some lands. He alleged that the costs were really costs in the cause, and that besides, as the proceedings were still pending, his incarceration was wholly illegal. He stated that he had no debts, and that his assets amounted to over £1,000,000 in value. They consisted for the most part of lands in England, America, Australia, and the Falkland Islands. In the Falkland Islands he was possessed of 100 square miles of territory, and he had spent £43,000 in trying to establish a colony there. He had also

mortgages of property of various kinds to the amount of £20,000. The registrar overruled his objection to being adjudicated a bankrupt, on the ground that the words of the act gave jurisdiction over any prisoner detained in custody for any debt, claim, or demand. He therefore adjudged him a bankrupt with an instant discharge. The prisoner refused to accept his protection as it was "for debt," and subsequently stated that he would not leave the prison until "gentle force" was used to eject him.

The visitation of the debtors' prison at Horsemonger-lane has been made by Mr. Register Roche. The list presented by Mr. Keene, the governor, showed that the number of debtors in custody on the 1st inst. was only fourteen, of whom six had obtained their discharge before the date of the registrar's visit. Of the remaining eight four were adjudicated bankrupts; the registrar was of opinion that he had no jurisdiction to discharge the others.

SHERIFF'S COURT.

TRADE PROTECTION SOCIETIES AND THE PUBLIC.

Jan. 22.—Doo v. Wood.—This was an action to recover £10 damages, alleged to have been sustained through the improper collection of a certain debt, the plaintiff being a grocer of Cambridge, and the defendant proprietor of a trade protection society, known as "Wood's Mercantile Informant and Traders' Guide."

The facts of the case appeared to be these. The plaintiff was induced, by a person named Thomas, to become a subscriber to the defendant's society, which, as an equivalent, contracted to "collect debts." A person in Ireland owed the plaintiff £10 9s. 6d., and the plaintiff put the debt into the defendant's hands. Defendant's agent in Ireland collected the debt, and hereceived 9s. 6d. in cash, and a cheque, uncrossed, drawn upon the Downpatrick Bank, and payable to "Doo or bearer," instead of "or order." The defendant's agent enclosed in a letter the cheque and a post-office order for the 9s. 6d., but the letter was alleged to be stolen *in transitu*, and some person had cashed the cheque. Under these circumstances the plaintiff sought to recover damages for the loss of the cheque.

The COURT held that it could not be said that the defendant had "collected a debt" by accepting a cheque so loosely and improperly drawn that any person might receive upon it. It was a hard case upon the defendant, but plaintiff must have a verdict with costs.

Recent Decisions.

EQUITY.

RIGHTS OF EQUITABLE MORTGAGEE IN ADMINISTRATION SUIT.

Rhodes v. Moxhay, V. C. S., 10 W. R. 103.

We recently had occasion to consider, *ante* p. 176, the difference between the rights of a legal and of an equitable mortgagee, in respect of the sale or foreclosure of the mortgaged property. The question decided in *Rhodes v. Moxhay* illustrates another distinction between these two classes. It has long since been settled that if a legal mortgagee commenced a suit for administration and sale of his deceased mortgagor's estate—instead of suing for foreclosure, which we have seen is his proper remedy—his mortgage debt would be postponed to the costs of the suit, which, according to the rule of the court in such cases, are costs of administration. If the first mortgagee had filed his bill of foreclosure, a subsequent incumbrancer might have redeemed; but where a legal mortgagee, instead of trying to foreclose, endeavours to obtain payment by an administration suit, which he could not obtain without it, the ordinary rule as to the payment of costs in administration suits prevails. But an equitable mortgagee, who is entitled to a sale, may file a bill for administration and sale, without postponing his right of payment to the costs of the suit. This seems now to be established clearly enough. A contrary rule, however, was laid down by Sir John Leach, M.R., in *Greenwood v. Taylor*, 1 Russ. & M. 186. There the mortgagee did not institute the suit, but presented a petition in a cause already pending. Nothing turns, however, upon this circumstance, as it has always been considered that there is no difference in principle, for the purpose under consideration, between originating a suit or reviving one, or making use of one already in existence. The mortgagee, in *Greenwood v. Taylor*, prayed that

he might be permitted to prove in the cause for the full amount of the mortgage debt, and that the mortgaged estate, which was insufficient to pay the debt, might be sold, and the produce paid to him, and that to the extent of the deficiency he might receive payment in the cause, *pari passu*, with the other specialty creditors. But Sir J. Leach, M.R., applied the rule in bankruptcy, and refused to allow the mortgagee to prove for the full amount of his debt, but only for so much as the mortgaged estate would not extend to pay, and he applied this rule, not upon the peculiar jurisdiction in bankruptcy, but upon the principle of marshalling. He would compel the mortgagee, who had two funds—as against the other specialty creditors who had but one fund—to resort, first to the mortgage security, and would allow him to claim against the common fund, only what the mortgaged estate was insufficient to pay. This decision however, was impeached by Lord Chancellor Cottenham, in the subsequent case of *Mason v. Bogg*, 2 My. & Cr. 443. His lordship considered that the rule of marshalling had no application in such a case, it never having been intended to affect the interest of the creditor, or to diminish his rights. "I cannot," said his lordship, "distinguish this case from *Greenwood v. Taylor*, but with respect to the principle of that case, it is to be observed that a mortgagee has a double security; he has a right to proceed against both, and to make the best he can of both. Why he should be deprived of this right because the debtor dies, and dies insolvent, it is not very easy to see. The question can only arise when there is a deficient security and an insolvent estate; so that the worse the creditor's case, the harder the course of the Court against him." Since the last-mentioned decision, therefore, the practice seems to be pretty well settled, enabling any mortgagee who is entitled to a sale to file a bill seeking in the first place to give such effect to his security, and then for administration of the deceased mortgagee's estate, without giving priority to the costs of the suit over the mortgage debt. *Rhodes v. Mochay* following *Mason v. Bogg* enabled an equitable mortgagee to prove in an administration suit for the whole amount of his debt, and to take a dividend upon the whole without prejudice to his rights against any securities he might hold, but of course subject to the qualification that he should not ultimately receive more than twenty shillings in the pound.

SPECIFIC PERFORMANCE—UNCOMPLETED CONTRACT—DELAY.

The Oriental Steam Navigation Co. v. Briggs, L. C., 10 W. R. 125.

The jurisdiction of courts of equity for the specific performance of contracts is one of the most prolific sources of chancery business. It is, moreover, more akin to what is called commercial law than any other jurisdiction exercised by these courts. Its grounds, therefore, are more appreciable to persons of ordinary acumen, and there is on this account—and also because of the frequency of suits for specific performance—the greater reason why all legal practitioners should understand, not only the general scope of the doctrine, but also, at all events, its leading principles. One of these is that, in order to obtain a decree for the specific performance of a contract, it must be *concluded and complete*. In respect of the completeness of the contract, a court of equity allows some modification of the strictness of the rule: for instance, although as a general rule, a contract will not be so enforced where the price or sum to be paid has not been definitively settled, yet if the contract provides for some method of ascertaining the sum, this will be sufficient. But a court of equity narrowly distinguishes between a negotiation and a concluded agreement. Equity judges generally regard with suspicion a bill for specific performance of a contract, any allegation that it was "arranged" that so and so should be done, or that an "arrangement" was entered into between the parties—where such arrangement is the subject of the suit. It must amount to an "agreement" actually concluded and distinct in its terms. Wherever it is doubtful that the matter ever went beyond negotiation, and that the contract is still open, the Court will not interfere, but will leave the plaintiffs to their rights at law. It is, by no means, necessary that the whole agreement should be contained in one instrument, or (except where the Statute of Frauds requires it) even in writing. It may be proved by letters between the parties, or by merely parol evidence. A definite proposal by one person unconditionally accepted by the other, is a sufficient contract, of which a court of equity may decree specific performance. An unaccepted offer is always liable to be revoked; but when an offer is accepted the contract is complete if it contains within itself all the essential ingredients of a contract.

In the above case a person had applied to directors of the company for an allotment of shares, he undertaking to sign the articles of association when required. The secretary of the company, in reply, wrote to say, that the directors had allotted the shares, adding that "the articles of association must be signed, or, in default thereof, that the shares would be forfeited." The company wanted the Court to enforce this as a conclusive contract. Their bill, therefore, prayed that the defendant might be ordered to sign the articles of association, which he had not done, and otherwise to accept the shares. It was held, however, that the contract, if any, was such as the Court would not enforce; inasmuch, as the acceptance was not unconditional and unqualified.

A further question as to the delay and acquiescence of the plaintiff also arose. It has always been considered that lapse of time may seriously affect the rights of parties in reference to the specific performance of a contract. Equity differs from common law in holding, that lapse of time—either in regard to the entire contract, or any of its stipulations—may not be of the essence of the contract; while at common law it is necessary that wherever time is specified in the contract the thing should be done within such time. But equity will not permit a plaintiff suing for specific performance to delay unreasonably or injuriously to the other side before instituting the suit; and we have heard recently of a case before Vice-Chancellor Wood in which a demurrer was allowed where it was almost wholly grounded upon a delay of three years in filing the bill. In the above-named case the bill was not filed until more than two years had elapsed from the date of the alleged contract; but there having been meanwhile several applications to the defendant to fulfil his agreement, Lord Westbury was of opinion that there was not such delay or acquiescence on the part of the plaintiff as to disentitle him to the interposition of the Court—if the case were a fit one for specific performance.

COMMON LAW.

REVISING APPEAL—FREEHOLD OFFICE, QUALIFICATION OF
Hail v. Lewis, C. P., 10 W. R. 151.

In this consolidated registration appeal case, the respondents severally claimed to vote for a county in respect of freehold offices, such offices being in a cathedral church; and it appeared that they had been respectively appointed for life, or during good behaviour, and that they were paid an annual stipend out of the cathedral funds; and that these funds were derived out of certain lands in the same county. The barrister allowed these votes, but in doing so he clearly contravened the authorities, and his decision was reversed. The committee which sat upon the election for Middlesex, in 1804, laid down a general principle, which has ever since been acted on, viz., that the holder of an office, even for life, has no right to vote for the county unless he has a freehold interest in house or land in right of such office. Thus, in one case (2 Peck. 91), the organist of a church claimed to vote by reason of his office, which was for life, and in respect of which he had an annuity for lives charged on certain lands, and his vote was disallowed. It is true that in this case the lands on which the salary was secured were not in the county in which the office was executed and the vote claimed, but it is apprehended that the principle affirmed as above mentioned by the Middlesex committee, would dispose of the case of the organist as well as of the present cases, viz., that the qualifications were bad, as not conferring either an equitable or legal freehold interest in any house or lands in right of the offices in question. As the Court remarked, the arrangement that the claimants should be paid out of the church lands no more conferred on them any interest in such lands, than an arrangement that a man shall be paid for his services out of a certain fund confers on him an interest in the fund out of which such payment is in fact made.

FACTOR'S ACT—CONSTRUCTION OF 5 & 6 VICT. C. 39, s. 3.
Gobind Chunder Sein v. The Administrator-General of Bengal, P. C., 10 W. R. 155.

Although this case arose in India and came before the Privy Council on appeal, it is useful to the English practitioner as being, in fact, a decision on the "Factor's Act" (5 & 6 Vict. c. 39), which statute has been extended to India.

Among its other provisions it is there (in effect) enacted that any agent entrusted with the possession of goods or documents of title, or with documents such as are used in the ordinary course of business, as proof of the possession or control of goods—such as bills of lading, India warrants, dock warrants, and the like—shall be deemed the owner of the goods and documents so as to give validity to any contract made with him

bonâ fide by way of pledge for the security of advances, even though the pledgee has notice that he is an agent only; provided always that such pledgee has no notice that the agent is acting without authority or *malâ fide* against the real owner.

The present case affords a useful reading of the latter part of this provision and lays down this proposition to be law—viz. that the proper question for the jury is whether under the circumstances of the case a reasonable man and a man of business applying his understanding to them, would *certainly* know that the goods were offered in pledge without authority or *malâ fide* as against their owner. This mode of leaving the case to the jury has been more than once approved of judicially, and may now be considered as conclusively established; and hence it is erroneous to direct them (as has been sometimes done) to find a verdict for the owner if they shall be of opinion that there was merely a want of due inquiry and caution on the part of the lender, or that there was bad faith on the part of the agent but that the lender was ignorant of its existence.

A WRONG-DOER CANNOT COMPLAIN OF A CONSEQUENTIAL INJURY TO HIMSELF.

Singleton v. Williamson, Exch. 10 W. R. 174.

It is always more interesting and satisfactory to consider a case which lays down a general principle of law, than one which merely applies to special circumstances some question or doctrine already sufficiently established and beyond dispute. Among other reasons for this preference, a case of the first description may be resorted to as a peg (as it were) on which to hang other and more recent decisions, and so gradually to acquire a knowledge of case-law which cannot fail to be highly useful in practice. *Hadley v. Baxendale* (9 Exch. 341) and *Priestly v. Fowler* (3 Mee. & W. 1) are instances (among modern cases) of what is here meant. The first is the foundation for all the recent decisions as to the proper mode of calculating the damages in an action for the breach of a contract; and the other, for all those in which the liability of masters to their servants for injuries suffered in their employ have been discussed, and of some of which we have from time to time taken notice.

The present case, although not of the same important character as the two to which we have just referred, yet belongs to the class of which they are instances, as laying down a general principle. This is, that no one can complain of having suffered an injury at the hands of another, which was the natural consequences of his own act or neglect. In other words, if A. neglects a duty, he cannot sue B. for an injury which could not have been committed if that duty had been duly performed. This is the maxim in its most general form; but the present case applies it, particularly, to the care of cattle *damage feasant*, and shows not only that the owner of the land cannot sue the owner of the cattle if the former neglected the repair of fences he was bound to maintain, and through which the cattle entered—but further, that he cannot *distrain* such cattle under the same circumstances; for the same principle prevents him from either maintaining an action, or himself redressing the injury by act of law.

Correspondence.

THE "SOLICITORS' JOURNAL" AND THE "LAW TIMES."

I hope you will not think it necessary to take any further notice of the sayings and doings of the *Law Times* and its proprietor. I see that in the last number of that Journal there is an article upon the Law Newspaper Company, where several statements have been repeated, although you have already shown their entire untruth. The article was no doubt written for the unfair purpose of prejudicing the hearing of the petition for the compulsory winding-up of the company. I have very good reasons for believing that it is virtually the petition of Mr. Cox, the proprietor of the *Law Times*. Of course, if this were generally known the profession would be disposed to set a proper value upon his lucubrations on the subject. But the unfairness and indecency of the article in question is obvious to every one; and you may, therefore, save yourself all comments upon the subject. The proprietor of the *Law Times* has been charged by you upon evidence which is, to the mind of any reasonable man, quite conclusive, with distributing a circular containing an untrue statement, and with doing this in the full knowledge of its untruth, and so long as this charge remains unanswered, I think you can afford to let him do the worst to which malevolent selfishness may prompt him.

F. C. P.

EJECTMENT.

In the case of no tenant being in possession of the premises sought to be recovered (which premises were devised by lease) or to be found, may the name of an imaginary defendant be inserted in the writ of ejectment? C. W. W.

VOLUNTARY ASSIGNMENTS OF CHATTELS REAL— 27 ELIZ. C. 4.

Will any of your correspondents or readers be so good as to inform me in your next number whether (having reference to the above statute) an assignment of chattels real (leaseholds) without pecuniary consideration, or with a nominal one only (being, in fact, a deed of gift), but containing the usual covenants on the part of the assignee to pay the rent reserved by the lease, to perform the covenants therein, and to indemnify the assignor in respect thereof, can be defeated by a subsequent sale to a purchaser for value, and whether the validity of such an assignment is upheld or, in any way, affected by the insertion of the above covenants by the assignee?

I shall be obliged by being referred to any case deciding that the Act applies to chattels real, or, in any shape, bearing upon my question. A SUBSCRIBER.

The Provinces.

LINCOLN.

On Saturday evening the 18th inst., Mr. J. Hinde Palmer, Q.C., the Liberal candidate, addressed about 2,000 persons in the Corn-Exchange. Mr. J. Shuttleworth, the chairman of the Liberal Association, presided.

Mr. HINDE PALMER said that his political principles, which were well-known to his hearers, remained unchanged. He was in favour of a wide extension of the suffrage, and would take as his basis the Bill brought in by Lord John Russell, which would give votes to £6 occupiers in boroughs and £10 freeholders in counties. He thought, however, it would not be desirable to extend the franchise without at the same time giving voters the protection of the ballot. With regard to church-rates, he was in favour of their total abolition, believing that the best interests of the Church would be advanced thereby. He entirely supported the present Government in the demands it had made upon the Washington Cabinet. He thought that reforms were necessary in the Administration—that the expenditure of the country might be considerably reduced; but he was opposed to the policy of the Peace-at-any-price party. These were his views, and he was sure they were also the views of the majority of the electors of Lincoln.

A resolution to the effect that Mr. Palmer is a fit and proper person to represent the city in Parliament was enthusiastically agreed to.

Ireland.

There was a meeting of the Commissioners on the Superior Courts held at the Four Courts on Saturday last; present—the Lord Justice of Appeal, the Chief Justice of the Common Pleas, Mr. Brewster, Mr. Napier, Mr. Baron Hughes, the Attorney-General, the Solicitor-General, and Mr. Richard John T. Orpen. Dr. Hancock (secretary) was also present.

There are several candidates for the office of taxing master in Chancery rendered vacant by the death of Mr. Tandy. It is rumoured in the hall of the Four Courts that the Lord Chancellor had received a communication from the Lords of the Treasury directing him not to fill up the vacancy till the Commissioners now sitting on the superior courts should make their report. There are two other taxing masters, who, it is said, are quite sufficient to do the work. In that case £500 a-year would be saved to the public.

Scotland.

We extract the following from the *Scotsman*:—"On Wednesday we ascertained, on trustworthy authority, that Lord Wood had resigned; but whether he may ever return to the Bench to hear out the argument in some cases of

which he has heard part it is impossible to say, though it is likely that his judicial duties are ended. A tendency to attacks of bronchitis is, we believe, the cause of his resignation, and, to a man of his advanced years, such attacks may cause apprehension; yet we trust that, by moderate care, he may long enjoy life. Mr. Wood, came to the bar in 1811, and at that time he must have been at least twenty-one years of age, which is the earliest age at which entrance to the faculty of advocates is allowed. He was a conservative in politics, but not a violent politician, being too good-natured for controversy, and too high-minded for jobbery and corruption. He was raised to the bench on the resignation of Lord Gillies in the end of 1842, or very early in 1843, the exact date being unascertainable, or at least not readily ascertained, in the Court of Session reports; but the earlier printed opinion by him is in the celebrated *Stewarton case*, which repelled the church's assertion of the right to establish *quoad sacra* parishes, and is reported under the date of January 30, 1843. On the bench he has always exhibited the strictest conscientiousness, though sometimes not, perhaps, the strongest will. A side chair in the second division was not favourable for the action of his highly-refined, subtle, and speculative mind, and his thoughts have been too often overborne by far coarser though equitable ideas. Rapid ingenuity, analytic power, integrity, and refinement, were evident in every sentence he spoke, and to the diffident his kindly smile was like sunshine in a shady place. Nature had stamped him in her mint with the 'highest impress of gentleman,' and by all those who but saw him, or heard him, or knew him as a judge, his retirement will be greatly regretted, and into that retirement the best wishes and the unreserved esteem of all worthy men will follow him. Lord Neaves, being senior Lord Ordinary, will succeed Lord Wood in the second division.

Foreign Tribunals and Jurisprudence.

FRANCE.

TRIBUNAL OF LISIEUX.

Jan., 1862.—*Procès Lesages*—Blots, Plaintiffs, v. Lesages (an English family), Defendants.—With reference to this case, reported in the *Solicitors' Journal* of the 24th March, 1860, it should be stated, that, although the judgment of the Court at Lisieux has not been appealed against or disturbed, some further litigation ensued upon another and quite a different point. The successful defendants, being English, wished, it seems, to sell at once to the widow Moissard, now in possession of the land, the reversion to that land which the judgment had given to them. A contract was entered into, but before enforcing it the Court at Lisieux wished to be satisfied as to the power of a married woman in England to sell her landed estate with the consent of her husband, one of the English litigants being a *feme covert*. After argument, the Court at Lisieux again decided in favour of the Lesages; and this long and anxious affair has just happily ended by putting them into possession of a considerable sum of money. As before, the case was managed to its conclusion by Messrs. Lewis, Wood, & Street, solicitors, of 6, Raymonds-buildings, Grays-inn, as agents for Mr. Rowland, solicitor, of Ramsbury, and by M. Le Grand, agent at Orbec, and M. Moucatrel, avoué, at Lisieux. Mr. Serjeant Burke and the Norman Advocates, M. Délice and M. Goupil, were again the counsel engaged.

CURIOUS ACTION FOR DAMAGES.

The Civil Tribunal of the Seine was on the 8th inst., engaged with a somewhat singular trial. On the 12th of May last a serious accident occurred to a M. Oxada in returning through the Avenue de l'Impératrice from the races at Longchamps, when his horse reared and fell dead on the spot, the rider being severely injured in the spine by the fall, and from the effects of which he has not yet recovered. He sued M. Arnault, the director of the Hippodrome, which is situate near where the accident occurred, for 50,000*fr.* damages, on the ground that the cause of the accident was the firing in a performance going on there which had startled the horse. On the other hand, M. Santon, of whom M. Oxada hired the horse, sued him for the value of the animal. The Court, after hearing arguments on both sides, dismissed the claim of M. Santon, on the ground that there was no proof of any fault on the part of M. Oxada, and also the demand of M. Oxada for damages, as M. Arnault had acted with no imprudence, and was only carrying on his performance at the Hippodrome as he was duly authorised to do.

LAW OF CARRIERS—INLAND GENERAL AVERAGE.

The Imperial Court of Paris gave judgment on Saturday last on an appeal from a decision of the Paris Tribunal of Commerce, which involves a point of law of interest to public carriers and persons who employ them. In November, 1860, MM. Cohn & Co., of Paris, sued the Messageries Impériales of Marseilles to recover a sum of 1,903*fr.*, which had been intrusted to one of their diligences for conveyance from Nice to Marseilles, but which was stolen by four highwaymen who stopped the carriage at a league or two from Draguignan. The Tribunal rejected the demand of MM. Cohn & Co., on the ground that it was a case of "*force majeure*" falling under article 97 of the Commercial Code, which declares the carrier not to be responsible in case of loss caused by a circumstance over which he has no control. Against that decision MM. Cohn & Co., appealed, and their counsel pleaded that the Messageries ought to have obtained an escort of Gendarmes, and, having failed to do so, were responsible for the loss; and that, as the quiet surrender of the bags containing the above sum had prevented the robbers from searching the diligence, which contained other bags of specie to the amount of 28,000*fr.*, the parties whose property was thus saved by the sacrifice of M. Cohn's ought to bear a proportionate share of the loss. The Court, however, decided that the judgment of the Tribunal of Commerce must be confirmed, as the non-responsibility of the Messageries under the circumstances was declared by article 97 of the Commercial Code alluded to, and that the question of throwing part of the loss on the owners of the property saved could not be entertained, as they were not parties to the suit.

AUSTRIA.

The *Gazette du Danube* of Vienna says that the new Penal Code, drawn up by the Ministry of Justice, is completed:—

"As to the course of procedure, it has been decided to maintain the right of appeal, even for the provinces where trial by jury has not been introduced. The most important feature is that the different countries represented in the Reichsrath, whether they possess the institution of the jury or not, will for the future have a penal code exactly the same in all other respects. As to this project, it is chiefly based on the excellent laws of 1850, but the late revision has introduced many improvements, derived from the experience of the last ten years and the recent progress of legislative science."

TURKEY.

A Levantine correspondent of a morning journal writes—"What would be said in London if one of the attendants of the Turkish Embassy were to arrest a citizen, and, on a policeman interfering in his defence, take both citizen and policeman into custody, and imprison them in some den of the Turkish Embassy? Something very like this is stated on good authority to have taken place in Constantinople. A Mahomedan, a man of great talents, and moving in a respectable circle, for very many years resided in Europe, professing the Christian faith, during which time he married a Christian woman, and lived with her for many years. In a late visit he paid to London he left his wife abroad and contracted a second marriage with an English woman much younger and better looking than his first wife. He returned to Constantinople with his second wife, on which the first wife brought an action against him at the British consulate at Pera for maintenance, and obtained a sentence in her favour. This the husband treated with contempt, as he returned to the faith of Mahomet. However, the English judge on finding his sentence not complied with, issued an order for his arrest, and gave it to an Englishman to carry into effect, who started across the bridge at Galata into Stamboul, walked into the residence of the man he sought, and arrested him. In passing back to the consulate the prisoner appealed to a Turkish policeman for protection, and he seemed inclined to give it, on which the Englishman collared both, and lodged them safely in the consulate. The man with the two wives, however, got off on being claimed by the Turkish authorities as a mahomedan and a Turkish subject. The first wife, therefore cannot obtain any subsistence from him, and the second though a young Englishwoman of good education, lives in his harem, and conforms to all the usages of Mahomedan women. The gentleman who stated this had long resided in Constantinople, and speaks the language fluently, and he states that he has mixed with several Englishwomen living with Turks in precisely the same manner, but they always studiously avoid being recognised; and how he came to know of it was from his being mistaken for a Turk."

Reviews.

County Court Practice in Bankruptcy: showing the Jurisdiction of the County Courts, and the Powers and Duties of their Officers, and practically stating, for Practitioners, the Procedure for and against the Bankrupt in the County Courts; with an Appendix of Rules and Orders applicable thereto, and Official and Original Forms, &c. By FREDERICK STROUD. Butterworths. 1862.

Of the numerous text-books which the Bankruptcy Act of last Session has called forth, this is the first which is devoted to the practice in bankruptcy of the county courts, and we have no hesitation in saying that, in respect of method and research, it is by far the most creditable of them all. The Act in question has made very important alterations in, and additions to, the jurisdiction of the county courts, as it affects the estates and persons of insolvents and bankrupts. Except as to "pending business," the functions of their courts in insolvency matters has ceased, so far as their powers were derived under former Acts. The recent Act, however, confers new authority upon these courts, in the following cases:—

1. Where a debtor petitions for adjudication against himself, and "knows or verily believes" his debts do not amount to more than £300.
2. Where the debtors are in a prison not situate in the county within which a country commissioner of bankruptcy usually holds his court.
3. Where the bankrupt is in custody, and petitions in *forma pauperis*.

Mr. Stroud treats these three classes of cases under the general head of primary jurisdiction, and upon each he furnishes a very judicious and careful commentary—one which is moreover eminently suited for practical use. Thus, he distinguishes between the jurisdiction which the county courts now have over small bankrupts, and what it formerly possessed in protection cases over traders. The differences, he states, may be arranged under four heads:—

1. The amount of debts.
2. The nature of those debts.
3. The residence of the bankrupt.
4. Where the bankrupt is in custody.

As to the first point, it is to be observed, that under the old jurisdiction, if it turned out on the hearing that the trader owed £300 or more, the power of the Court to deal with the case was gone; but now all that appears to be required is the oath of the debtor, that the sum of all the debts which he "knows or verily believes to be due and proveable," does not exceed £300. Formerly, sums secured by mortgage or otherwise were reckoned without deducting the value of the security. The contrary, is the rule under the new Act. This is the main difference as to the nature of the debts. As to the residence of the bankrupt under the former practice, he must have resided six months before filing his petition in the district of the county court. Now, it is sufficient if he has resided for the longest period during those six months. The last difference under this head is that which enables a county court when a bankrupt is in custody (and not petitioning in *forma pauperis*), to transfer the proceedings after adjudication to the county court in which the debtor, if not in custody, would have been required to petition. Upon this last point Mr. Stroud calls attention to the fact that this jurisdiction is conferred only where the bankrupt himself is petitioner; and that hostile creditors cannot resort to the county court but must take proceedings in the ordinary courts in all cases. This, he says, (p. 10) "is the strong point of analogy between the jurisdiction conferred by this section and that given by the protection acts; and it may be anticipated, that it will be that kind of persons who formerly were anxious for the benefit of the protection acts, who will in future petition the county court under sect. 94 of the new act."

We do not dwell upon the two other general heads of the primary jurisdiction to which we have already alluded, except to give Mr. Stroud's opinion upon the moot point whether a county court judge can release a pauper prisoner. It is as follows:—

"The county court judge, on adjudicating a pauper prisoner to be a bankrupt, is also, if he think fit, to grant an order of protection to the prisoner. Does this give the judge power to release the prisoner? It should seem not. To protect, and to discharge, are two different things. Then, again, under sect. 101, the examining registrar of ordinary prisoners is to adjudi-

cate on 'every such prisoner, and to grant him protection, and to make an order for his release from prison.' Thus the legislature has itself distinguished between protection and discharge; and, as the county court judge has only power to grant protection in pauper prison cases, it should seem he has no power to order that the pauper bankrupt be released from prison.

"But the court to which the petition is presented may release a prisoner after he has obtained protection (sect. 112, Act 1849), and if the county court judge, who grants protection to a pauper prisoner, be himself the judge of the court to which the petition is presented, he may, as it should seem, when sitting at that court, order the release."

What Mr. Stroud calls the secondary jurisdiction is that which relates to the transfer of business from the Bankruptcy Court in London to country county courts, and also to the power which creditors have under the 109th section of the Act to determine that proceedings in bankruptcy shall be transferred to any country county court.

In addition to the matter which we have already intimated, the book before us contains a very succinct and reliable account of the powers and duties in bankruptcy of the officers of the county courts, and also several useful chapters on the general bankruptcy practice in county courts.

Upon the whole we are seldom able to give such unqualified praise as this little manual deserves. It is evidently the careful production of a sound lawyer and skilful writer. Certainly, no book relating to the new Bankruptcy Act which has yet been published exhibits so much good faith and real labour in its authorship as the one now before us; and we have no doubt it will long remain the book on county court practice in bankruptcy. We need hardly say that it excludes the metropolitan district, the business of which is transacted in the London Court of Bankruptcy. Mr. Stroud's work refers only to country practice.

The Practice and Procedure of the Court for Divorce and Matrimonial Causes: with forms of practical proceedings; the Acts, Rules, and Orders, Tables of Fees and Bills of Costs. By W. ERNEST BROWNING, Esq., of the Inner Temple, Barrister-at-Law. Butterworths. 1862.

One might have thought that there were already enough books on the jurisdiction and practice of the Court of Divorce. Mr. Browning, however, considers that the practice in divorces and matrimonial causes being pretty well settled, a concise and practical exposition of the ordinary course of procedure remained a desideratum. The valuable works of Mr. Macqueen and Mr. Pritchard, being published shortly after the establishment of the Court of Divorce, are necessarily deficient in whatever relates to the practice which has been established by its decisions. They have mainly to do with the *principles* of the law of divorce. Mr. Browning confines himself almost wholly to its *practice and procedure*, although his book contains a good deal of information upon the *law of divorce*. He appears to have diligently collated the reported cases, which he states with precision and clearness. This little work is, therefore, calculated to be useful to those who practise before Sir C. Cresswell. The appendix of forms will be particularly serviceable to the inexperienced. The price of the work is not very great, and therefore it is hardly worth repeating here again the complaint which we have so frequently made against increasing the size of law books by the insertion of all the statutes relating to the subject matter. The second appendix contains the original Divorce Act, the Amendment Act of the following year, and the two other Acts relating to the business of the Court which have been since passed. Doubtless, most people who will buy this book, have these already in their possession. Mr. Browning, however, has been but a venial offender in this respect; and since we have alluded to the appendix we ought not to omit noticing the very useful precedents of bills of costs which it contains. These are sufficient to obtain a good circulation for this manual.

The Highway of the Seas in time of War. By HENRY W. LORD, M.A., Barrister-at-law, Fellow of Trinity College, Cambridge. Macmillan.

The "affair of the *Trent*," although no longer exclusively occupying the public mind, still claims our attention; and our readers will thank us for recommending to their notice this excellent brochure. It was written, as appears from the preface, while the policy of the American Government was yet unknown. But it is not the less valuable on that account; and Mr. Lord must have been gratified to find the validity

of his arguments supported by the subsequent consent of Europe.

The author has grouped his materials together in the form of a brief on behalf of the *Trent*. The reader, consequently, is led by a natural transition from point to point, examining each in its turn. Thus, after "clearing the ground," to use the author's phrase, he tells us that the three main questions are—1st, What was the character of the vessel from which these persons were removed; 2nd, What was the character of the persons who were so removed; 3rd, Are the characters filled by those persons and the vessel respectively such as justify the seizure by the *San Jacinto* according to the received principles of international law. And he then proceeds to examine each of these questions separately, with their several authorities.

The most interesting portion, perhaps, is where Mr. Lord treats of the threefold claim asserted by the Americans respecting their right to seize the commissioners, as subjects; as contraband of war; and as enemies simply; and proves, not only the inconsistency of such conflicting claims, but the illegality of each one.

The plea of *estoppel*, of which we have heard so much, is thus *estopped*:—"Before leaving this part of the matter, I feel bound to notice one form of defence in the nature of that which lawyers technically term as *estoppel*, which, although promiscuously applied to all parts of this case in a manner which speaks more for the honesty of purpose than for clearness of judgment in those of our own country who have used it, applies, if at all, only to this part which I am now considering. It has been continually urged that, right or wrong, Great Britain may not complain of the act of the *San Jacinto*, for she has been notoriously delinquent in the very same circumstances. It is no part of my present purpose to question the moral of this reasoning; were I to do so, I should find the language of an American judge in a case of great importance more impressive and more appropriate than any I could use of my own; but, inasmuch as the objection seems to appeal to our sense of honour and fairness, I prefer to deal at once with the assertions upon which the argument is founded, and to deny the existence of one single instance of alleged aggressions on the part of Great Britain at all parallel in its circumstances to the present one. Of the cases specially cited to prove this charge, those of Laurens, the deputed minister to Holland from the United States, of Lucien Buonaparte, and of the nephews of Washington, the first has been conclusively disposed of by the proof that the *Mercury*, on board of which Mr. Laurens was found, was not a neutral, but a belligerent. The applicability of the second, upon any ground, I have not yet been able to discover. Lucien Buonaparte embarked at Leghorn on board an American vessel to sail for Cagliari. On his arrival at that place, he demanded of the British resident Minister protection and permission to proceed unmolested to America. The second portion of this demand, our minister was unauthorised to accede to, and consequently desired him to proceed under convoy to Malta and wait for further orders, which when they came were for his transfer to Great Britain. Throughout the whole transaction he appears to have been a consenting party, if not positively desirous of being taken to England." Respecting the case of the *Hendrick and Alida*, Mr. Lord says, "I have abstained hitherto from this, lest I might appear, by relying overmuch upon it, to entertain or sanction the thought that this important question could be set at rest for ever by an appeal to the authority of one isolated judgment of a British tribunal pronounced nearly a century ago, however parallel the circumstances, and however unimpeachable the decision." We cannot altogether coincide with this view. The facts are briefly these. During the first American war, the *Hendrick and Alida*, a Dutch vessel, sailed from Amsterdam to St. Eustatia, a Dutch settlement, laden with powder and guns, and carrying five military officers, all of whom held commissions from a rebel commissioner, and were avowedly on their road to join the rebel forces. Immediately on the capture of the ship being notified to Government, orders were issued for the officers to be released, without even waiting the result of the trial respecting the ship. In requiring the Americans, therefore, to release the commissioners, we have only required at their hands the same measure of justice as we ourselves previously, under similar circumstances, *readily and graciously* rendered to them; and, consequently, this case equally relieves us from the stigma of pressing on them a dubious right at an inconvenient moment, and the Americans themselves from the fear of having yielded rather to force than reason.

It is to be regretted that the merits of this pamphlet should occasionally be overcast by the obscurity of its language. This has been caused by the length of some of the paragraphs, and

the want of a proper method of pointing. Perhaps, also, if we may venture on a guess, by reason of Mr. Lord having taken Cicero as his guide in composition. This is not an uncommon error. Elegant and beautiful as is the language of Cicero, his style will not bear translation. Tacitus, with his short and pungent sentences, is a far better master for the student in English composition—perfection lies in the mean, as anyone will acknowledge who has read Mr. Help's "Essays Written in the Intervals of Business." The "Vathek" of Mr. Beckford has always held the highest rank as a masterpiece in English composition, and was the work usually recommended by the late Duke of Wellington when consulted by foreigners as to their study of the English language. But "Vathek" is now surpassed by Mr. Help's "Essays," and, as a slight return for the pleasure we have received in perusing "The Highway of the Seas," we recommend those Essays to the notice of Mr. Lord, and we doubt not that a perusal of them will enable him in a future edition to charm the ear of the reader, as well as convince his understanding.

TESTIMONIAL TO MR. WILLIAM SHAEN, M.A., SOLICITOR.

The Metropolitan and Provincial Law Association have recently presented to Mrs. Shaen, the wife of Mr. William Shaen, solicitor, of Bedford-row, a bust of her husband, as a testimonial of their appreciation of the valuable services rendered by him to the association. The bust was accompanied by the following letter.

Metropolitan and Provincial Law Association,
25, Chancery Lane, W.C.,
20th December, 1861.

Madam,—The gratifying office has been assigned to us by the Committee of Management of the Metropolitan and Provincial Law Association, of requesting your acceptance of the accompanying bust of Mr. Shaen, executed on their behalf by his friend Mr. Woolner, in recognition of Mr. Shaen's very long connection with the Association, and of the eminent services which, from the time of its formation, he has rendered to it.

No fewer than 255 members have subscribed to this testimonial; and we beg you to believe that the subscription has been by no means one merely of form or course, but that it has been the hearty and spontaneous offering of men well qualified, by long intercourse and observation, to form a judgment of Mr. Shaen's merits, and who feel a real pleasure in offering this tribute to one who, by his intelligence, his integrity, and his zealous and unsparing efforts, has promoted the objects for which, fourteen years ago, the Association was established, and has always maintained the honour and character of their common profession.

Although Mr. Shaen's increasing professional avocations have rendered impossible his retention of the office of Secretary to the Association, the Committee have the satisfaction of ranking him now amongst their own body; and on their behalf, and on that of all the subscribers to the bust, which we now ask permission to present to you, we beg to express an earnest hope for the long continuance of Mr. Shaen's influential career, and, we venture to add, for the happiness of yourself and of those to whom this bust of their father can scarcely fail to be dear.—We remain, Madam, Your very faithful servants,

J. S. TORR, Chairman.

JAS. BEAUMONT.

E. BROMLEY, Hon. Sec. to Sub-Com.

PHILIP RICKMAN, Sec. to the Association.

Mrs. William Shaen.

In addition to a letter from Mrs. Shaen, in which she gracefully acknowledges the gift, Mr. Shaen replied as follows:—

8, Bedford Row, London, W.C.,
8th January, 1862.

DEAR SIRS,—I cannot receive at my house the very valuable Testimonial which you have presented to Mrs. Shaen without adding my personal acknowledgments to hers, of the generous and cordial way in which you have expressed your satisfaction with the mode in which my duties as Secretary to the Association were discharged during the period for which I held that office.

As I have more than once already had occasion to say, no professional duties that have fallen to my lot have been more agreeable and interesting to myself, than those which I had to discharge as your officer, not only from their own nature, but also because they brought me into agreeable personal intercourse with a large number of gentlemen in all parts of Eng-

land, who are most honoured in our profession, and reflect most honour upon it. I have always found the Committee of our Association animated by the belief that solicitors have professional duties beyond those which concern the immediate interests of their clients: that as English citizens they are bound to contribute, as they best may, to the common weal by assisting to improve the law which they are called upon to administer, and as members of an honourable profession, they are bound so to employ that influence, of which no practitioner can entirely divest himself, as to maintain at the highest possible level the tone and character of our professional intercourse and practice.

If I have to some extent been successful in giving expression and effect to the views of the Managing Committee, it has been owing to my having always entirely sympathised with those views.

To be assured that I have, on the whole, satisfied the expectations of those from whom I received my appointment, must always be a cause of much gratification to me; while the mode in which that assurance has been conveyed to me renders it additionally valuable.

I cannot avoid saying, that the number of provincial subscribers to the testimonial, is to me a source of peculiar pleasure, as I trust I may regard it as a recognition of the fact that I have always strenuously opposed the monstrous and fatal doctrine that our profession is doomed to be divided into two hostile factions, with irreconcilable interests; and maintained and acted upon the more cheering truth, that Town and Country are but the two halves of one body, capable of forming one single organization, having common duties and common interests, which can be best performed and promoted by common and cordial action.

It is with very great pleasure that I look forward to future and continued co-operation with the members of the Committee (towards whom I shall always entertain feelings of grateful regard) in promoting the valuable objects of the Association; and again thanking you for your kind and generous gift,—I am, Dear Sirs, Yours most truly and gratefully,

WILLIAM SHAKEN.

To J. S. Torr, Esq.,
J. Beaumont, Esq.,

E. Bromley, Esq., and
P. Rickman, Esq.

Law Students' Journal.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

HILARY TERM, 1862.

The examination of articulated clerks was held at the hall of the Incorporated Law Society, Chancery-lane, London, on the 21st and 22nd instant. The number of candidates who attended was 88.

The examiners were Sir A. D. Croft, Bart., of the Court of Queen's Bench, Mr. Ford, Mr. Ouvry, Mr. Janson, and Mr. Coerdale.

Master Croft presided and addressed the candidates as follows:—

"Gentlemen,—It affords great pleasure to my fellow examiners and myself to attend this meeting; it is an agreeable task to witness so many young men, after the labours of their years of probation, about to pass the last ordeal which will enable them to share in the advantages of an honourable and lucrative profession.

"The questions which will be submitted to you are, besides the preliminary ones, divided into five heads: common law and conveyancing will be taken to-day, and equity, bankruptcy, and criminal law to-morrow. It is absolutely necessary you should answer a majority of the questions under the first three heads—common law, conveyancing, and equity—and it is hoped you will also answer as many as you can under the other two, not only to make up for any possible deficiency in the first three heads, but also with a view to the prizes which have been so liberally voted by this and other societies to those who show the greatest proficiency.

"The questions have been framed, not with a view to raise difficult or puzzling points, but are such elementary questions as any young man of average talent who has paid due attention to business during his articles may be fairly expected to answer."

The master then concluded with the usual warning against giving or receiving any assistance; and that answers were not to be brought up till half past 1, to give ample time for consideration.

QUESTIONS FOR THE EXAMINATION.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?
2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.
3. Mention some of the principal law books which you have read and studied.
4. Have you attended any, and what, law lectures.

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. A. having no personal interest in goods, is sued for them by both C and D, are there any, and what, means by which he can obtain protection?
6. Can the party entitled to a bond or bill of exchange which he has lost, sue upon it, and how ought he to proceed?
7. A occupies apartments in the house of B, who being in arrear for rent, C, the superior landlord, distrains. Are the goods of A liable to be distrained, and if so, has he any, and what, remedy against B?
8. For what debts is an infant liable?
9. What goods are privileged from being distrained, for rent?
10. What is the effect of a tender before action?
11. State the general rule which governs the right of a defendant to a set-off in an action of debt.
12. The Common Law Procedure Act of 1854 speaks of a garnishee, to whom is this term applied?
13. A garnishee disputing his liability, by what means is it to be established?
14. It is necessary on a trial to put in evidence a deed dated more than thirty years ago. How is this to be done?
15. What is full notice, and what is short notice of trial, in a town cause and in a country cause?
16. What is full notice of countermand in a town cause and in a country cause? What is the effect of such notice on the costs of a cause, and what is the effect of such a notice given after the proper time?
17. A sues B and C in trespass; they defend jointly; verdict is against B and for C. What costs is A entitled to, and is C. entitled to any, and what, costs?
18. At what time after verdict may judgment be signed, and can that time be shortened or deferred, and by what means?
19. How can a judgment be made available which has been signed more than six years?

III. CONVEYANCING.

20. A desires to mortgage his house in Belgrave-square held on lease for ninety years to B, to secure to him the loan of £5000. Write out verbatim the habendum in such mortgage deed, and state the principle on which you would frame it, and enumerate shortly the covenants and provisions that you would insert in such mortgage deed.
21. If A dies, leaving B, C, and D his executors, and B only proves his will, and dies, leaving C and D him surviving, Who will be the legal personal representative of A?
22. If a widower dies intestate and without issue, leaving a mother, mother-in-law, sister, sister-in-law, two nephews, sons of a deceased brother, and a posthumous brother of the half-blood, him surviving, who will be entitled to his personal estate as his next of kin, and in what proportions?
23. If a man dies intestate, possessed after payment of his debts, funeral and testamentary expenses of, 1, railway bonds, 2, railway shares, 3, a king's share in the New River Company, 4, leaseholds for lives, 5, leaseholds for years, 6, a policy for £5000 on the life of another person, 7, copyholds of inheritance, and 8, a freehold house, leaving a widow and five sons and five daughters him surviving, upon whom will each of these several descriptions of property devolve, and in what proportions?
24. Transcribe the form of attestation to a deed, codicil, for the Middlesex registry.
25. State in detail the requisites for registration of a mortgage at the Middlesex office, and state what deeds are exempted from registration at the Middlesex office.
26. If a testator dies leaving personal property in France, India, and Canada, and not transferable in England, are such assets liable to probate and legacy duty?
27. What is waste by a lessee of a house and of a meadow; what is the effect on the lessee's title if he commits waste; and what is the effect of the reservation in the lessee of a meadow

of an additional rent of £20 per acre, if the grass is broken up and converted into tillage?

28. If a bastard dies intestate and unmarried, what becomes of his real and personal property respectively?

29. Define the difference between a remainder, a reversion, and an executory devise.

30. Give three instances of an executory devise.

31. What is a heriot? claimable, by whom, from whom, and when?

32. When copyholds are not subject to a fine certain, what fine is usually paid to the lord of the manor on death and alienation, and if the devisees are three trustees, how is the fine usually calculated?

33. Can a rectory or vicarage be charged by the incumbent by deed, warrant of attorney, or how otherwise?

34. Can a voluntary conveyance of real and personal estate be defeated, and how?

IV. EQUITY AND PRACTICE OF THE COURTS.

35. Give some instances in which a court of equity will set aside a deed or contract, and state the grounds on which the Court acts in such instances.

36. State what bills it would be irregular for a defendant to move to dismiss for want of prosecution.

37. Will a court of equity ever refuse to decree the specific performance of contracts? If so, in what cases?

38. In what cases has a court of equity concurrent jurisdiction with a court of common law?

39. How is the consent of a married woman taken to an application for sale under the Settled Estates' Act? and what persons are incompetent to take such consent?

40. When a sole plaintiff becomes bankrupt, and the assignees neglect to proceed, what course is open to the defendant?

41. What relief is an equitable mortgagee entitled to at the hands of the Court of Chancery, and by what means is it to be obtained?

42. Can a plaintiff file a replication to the answer of a deceased defendant?

43. If a person purchase an estate sold under the direction of the Court of Chancery, to whom does he pay the purchase-money, when he is entitled to a conveyance, and who bears the expense of obtaining its execution?

44. An estate is devised by will to trustees in trust for sale. Certain pecuniary legacies are to be paid by the trustees out of proceeds. The will does not contain any trustees' receipt clause. The estate is sold to A. B. who pays his purchase-money to the trustees. The trustees neglect to pay the legacies. Have the legatees any claim for their legacies on A. B. or on the estate sold to him? State the reasons for your answer.

45. In what mode can the oral testimony of a witness residing in a foreign country be obtained?

46. Can a defendant, and in any, and what, circumstances, read his co-defendant's answer against the plaintiff?

47. State the several modes of instituting proceedings in the Court of Chancery.

48. A married woman is entitled to a sum of money standing in the name of the Accountant-General of the Court of Chancery. It is not subject to any settlement or trust. To whom is the money payable, and how is it to be obtained?

49. Can a defendant obtain an order for production of documents by co-defendant; and if so, how can he obtain such production?

V. BANKRUPTCY AND PRACTICE OF THE COURTS.

50. Explain the general objects of the bankrupt laws in relation to creditors and debtors respectively.

51. What classes of persons are under the present law liable to be made bankrupt, or entitled to the protection of the bankrupt laws?

52. What persons are still traders within the meaning of the bankrupt laws?

53. Can infants, executors, and foreigners respectively become traders, and as such, liable to the bankrupt laws?

54. State the rights of joint and separate creditors as regards the joint and separate estates of a bankrupt firm.

55. How, and by whom, are the assignees of a bankrupt estate pointed?

56. At what time does the title of the assignee to the bankrupt's property accrue, and is there any, and what, difference between real and personal property as to the time of its commencement?

57. What must be the amount of the debt of a single petitioning creditor, and the aggregate amount of the debts of two,

three, or more creditors to support an adjudication and has the recent statute made any alteration in this respect?

58. How should a creditor, who holds a legal mortgage from a bankrupt, proceed to enforce his security, and would the proceedings be in any way varied by the circumstance of its being a legal mortgage with or without a power of sale, or merely an equitable mortgage?

59. What are the conditions under which a bankrupt can be discharged from liability in respect of covenants entered into as a lessee?

60. What disposing powers has the court over the copyhold or customary lands of the bankrupt?

61. May *bond fide* creditors prove debts contracted after the act of bankruptcy?

62. What is the nature and extent of the protection afforded to a debtor by the granting an order of discharge?

63. What are the acts in respect of which a debtor, who is not a trader, may be adjudged bankrupt?

64. Can the creditors stay the proceedings in bankruptcy and direct the estate to be wound up in some other way? If so, what majority of creditors is required for the purpose, and what meetings and notice are required for the purpose?

VI. CRIMINAL LAW AND PROCEEDINGS BEFORE THE MAGISTRATES.

65. Have you read the Acts of Parliament of last session for consolidating and amending the Criminal law, or any, and which of such Acts?

66. A person is charged with three separate larcenies.—Can the three be included in the same indictment, and if so, under what statute?

67. Can accessories to a felony be indicted after the conviction of the principal, and if so, under what statute?

68. Can a person be summarily punished for stealing domestic animals, and if so under what statute?

69. Is it felony or misdemeanour (state which) to cancel or obliterate the title deeds of another man's land, and if so, under what statute?

70. Is it felony or misdemeanour (state which) in a clerk or servant to embezzle chattels or moneys, or securities entrusted to him by his employer, and under what statute?

71. Is it felony or misdemeanour (state which) if a director or public officer of a company fraudulently makes away with property belonging to such company, and under what statute?

72. Are persons who riotously and tumultuously assemble and destroy or injure any house, liable to punishment, and if they are under what statute?

73. Is it a punishable offence to destroy or injure a book, manuscript, or work of art in a public museum, and if it be so under what statute?

74. How is the appearance enforced, of a person punishable on summary conviction, and under what statute?

75. Is it felony or misdemeanour (state which) to forge or alter an exchequer bill or exchequer bond, and under what statute?

76. What is the legal distinction between murder and manslaughter?

77. State a few of the offences for which a criminal information may be filed at the suit of the Attorney-General?

78. What is the principal power to punish offenders given to magistrates by the Larceny Jurisdiction Act of 18 & 19 Vict., c. 126.

79. What constitutes the crime of burglary?

LAW LECTURES AT THE INCORPORATED LAW SOCIETY, 1861-62.

Mr. THOMAS HENRY HADDAN on Equity, Monday, January 27.

Mr. FREEMAN OLIVER HAYNES, on Conveyancing, Friday, January 31.

ADMISSION OF SOLICITORS.

Hilary Term, 1862.

The Master of the Rolls has appointed Friday, the 31st day of January, 1862, at the Rolls Court, Chancery-lane, at four in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the Secretary's Office, Rolls-yard, Chancery-lane, on or before Thursday, the 30th of January.

The papers of those gentlemen who cannot be admitted at

common law till the last day of term will be received at the Secretary's Office up to 12 o'clock on that day, after which time no papers can be received.

ADMISSION OF ATTORNEYS.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Thursday, January 30. | Friday, January 31.

Public Companies.

BILLS IN PARLIAMENT

FOR THE FORMATION OF NEW LINES OF RAILWAY IN ENGLAND AND WALES.

The Standing Orders have been complied with in the following cases:—

ABERYSTWITH AND WELSH COAST.

New lines to Dolgelly, Aberystwith Harbour, Pwllheli, and Porthdynlyn. Capital, £250,000.

ANDOVER AND GREAT WESTERN, AND ANDOVER, GREAT WESTERN, AND SOUTHAMPTON.

To connect these lines with the Great Western at Newbury. Capital, £340,000.

BRISTOL AND SOUTH WESTERN JUNCTION.

New lines to unite Salisbury and Yeovil and the Midland and Somerset Central. Capital, £750,000.

CRYSTAL PALACE AND SOUTH JUNCTION.

New line commencing by a junction with the Metropolitan Extension of the London, Chatham, and Dover Railway near the Basington-road, Lambeth, and terminating at the Crystal Palace, together with a line from the Metropolitan Extension at Camberwell, terminating near the west end of Champion Park, to be defrayed by a new capital of £675,000 in new shares and £225,000 by borrowing on mortgage.

LAUNCESTON AND SOUTH DEVON.

New line from Tavistock to Launceston. Capital, £180,000.

LONDON, CHATHAM, AND DOVER.

Extension to Walmer and Deal. Capital, £150,000.

LONDON AND SOUTH WESTERN.

Branch from Wareham to Knowle, and other purposes. Capital, £500,000.

MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE.

New line from Toxteth Park to Liverpool, and for other purposes. Capital, £395,000.

MARTFORD AND CARLISLE.

Branch to Bolton and Wigton. Capital, £100,000.

METROPOLITAN AND THAMES VALLEY.

New lines from Great Western to Richmond, Hampton, Shepperton, and Chertsey. Capital, £250,000.

NORWICH AND SPALDING.

New line from Sutton. Capital, £75,000.

RADSTOCK AND KEYNSHAM.

Branches to, from Great Western. Capital, £160,000.

ROSSINGTON AND GAINSBOROUGH.

New line. Capital, £330,000.

SEVENOAKS.

New lines from Otford to Igham, with extensions to the South-Eastern at Maidstone and Tunbridge. Capital, £750,000.

SOUTH DEVON TO MORETONHAMPTSTEAD.

Capital, £105,000.

SOUTH-EASTERN.

New lines from Deptford to Tunbridge, and from Lewisham to Dartford. Capital, £1,200,000.

SOUTH YORKSHIRE.

Extension to Hull. Capital, £400,000.

SOUTH YORKSHIRE.

New lines near Sheffield and Thorne. Capital, £100,000.

STOCKTON AND DARLINGTON.

New lines to Towlaw and Crook.

WEST CHESHIRE.

New line from Mouldsworth to Chester, and branches to Birkenhead Railway. Capital, £200,000.

RAILWAY AND JOINT-STOCK COMPANIES IN PARLIAMENT.

—On the 18th inst. Messrs. Smith and Frere, the examining barristers appointed by the House of Lords and Commons to inquire into and report upon the numerous applications for new railways and joint-stock companies, commenced the labours of the session in committee rooms 16 and 17 of the House of Commons. There was a large attendance of the parliamentary agents, solicitors, and of parties promoting the various projects the total number amounting to 329. Of this number 178 are for new railways, exclusive of about 100 other railway bills for lease, amalgamation, financial and other arrangements; and, in addition to these, 15 projects for municipal improvements and markets throughout the country, 14 for harbours and ferries, 12 for new water companies, 8 for new gas companies, 8 for sewerage, drainage, and reclamation, 3 for docks, 3 for river embankments, including the Thames north and south, 2 for telegraph companies, and others for police, insurances, fire brigades, and roads in the United Kingdom.

University Intelligence.

CAMBRIDGE, JAN. 18.

The Regius Professor of Laws has given notice that the Examination for his Certificate will be held on Monday, the 27th of January, at 10 a.m., in the Senate-house. Candidates are requested to send in their names to him at West Lodge, Downing College, on or before Saturday, the 25th. He also gives notice that his Grace the Chancellor of the University having been pleased to signify his intention to continue the prize established by the late lamented Prince Consort, for the encouragement of Legal Studies, the Examination will commence on Monday, the 10th of February, at 10 a.m., in the Senate house. Candidates for the same are requested to forward their names, Colleges, and the date of their Degree, to the Regius Professor at the above address, on or before Saturday, the 8th February.

N.B. The Lectures of the Regius Professor of Laws commence on Wednesday, the 29th inst., at 11 a.m., in the Law School.

Births, Marriages, and Deaths.

BIRTHS.

GUNNER—On Jan. 11, at Bishop's Waltham, the wife of Charles James Gunner, Esq., solicitor, of a son.

NICHOLSON—On Jan. 20, at Boltons, West Brompton, the wife of J. Wilson Nicholson, Esq., solicitor, of a son.

PRATT—On Jan. 18, at Newark-upon-Trent, the wife of Becher Pratt, Esq., solicitor, of a daughter.

TURNER—On Jan. 20, at 10, Park Village West, the wife of Edmond R. Turner, Esq., barrister-at-law, of Lincoln's-inn, of a daughter.

MARRIAGES.

ALCOCK—KING—On Jan. 21, John Alcock, Esq., of Burslem, Staffordshire, surgeon, to Emily, daughter of Samuel King, Esq., solicitor, of 19, Camden-square.

GENTLE—JOBSON—On Nov. 16, at Belize, Honduras, John Gentle, Esq., to Rachel Scott, daughter of the late David Jobson, Esq., solicitor, Dundee.

LUSHINGTON—MORGAN—On Jan. 21, Franklin Lushington, Esq., of the Inner Temple, barrister-at-law, to Kate Maria, daughter of the late Rev. James Morgan, vicar of Corston, Somerset.

TROTTER—KEATINGE—On Jan. 18, at Dublin, Countess Trotter, Esq., of Dreghorn, N.B., to Harriet Augusta, daughter of the Right Hon. Richard Keatinge, Judge of the Probate Court of Ireland.

DEATHS.

ABRAM—On Jan. 21, Miss Georgina Abram, daughter of the late John Abram, Esq., of the Middle Temple.

ALLNATT—On Jan. 17, Charles Blake Allnatt, Esq., barrister-at-law, aged 70.

ARCHIBALD—On Jan. 15, Joanna, the widow of the late Hon. S. G. W. Archibald, LL.D., formerly Master of the Rolls for the Province of Nova Scotia.

BRANSCOMB—On Jan. 19, Walter Branscomb, Esq., solicitor, in the 64th year of his age.

FUTVOYE—On Jan. 21, Jane Elizabeth, the wife of Edward Futvoye, Esq., of John-street, Bedford-row, in her 41st year.

HILL—On Jan. 20, Henry, son of the late Thomas Hill, Esq., of Brighton, solicitor, aged 56.

JOHNSON—On Jan. 20, Sarah, relict of the late George Johnson, Esq., of King's Bench-walk, Temple, aged 82.
PAYNE—On Jan. 15, aged 40, George Payne, Esq., solicitor, Bradford, Yorkshire.
SUTCLIFFE—On Jan. 14, Richard Clegg Sutcliffe, Esq., solicitor, in his 87th year.
TANDY—On Jan. 13, Edward Tandy, Esq., Taxing Master, Court of Chancery, Ireland, aged 64.

London Gazettes.

Professional Partnerships Dissolved.

FRIDAY, Jan. 17, 1862.

Nixon, James Edward, & William Henry Wright Cross, 58 Lincoln's-inn-fields, Middlesex, Attorneys and Solicitors. By mutual consent. Jan 16.

TUESDAY, Jan. 21, 1862.

East, Alfred Baldwin, & Edwin Parry, Attorneys and Solicitors, 45 Ann-st, Birmingham. By mutual consent. Jan 14.

Windings-up of Joint Stock Companies.

FRIDAY, Jan. 17, 1862.

UNLIMITED IN CHANCERY.

Consols Insurance Association.—Petition for winding up, presented Jan 16, will be heard before the Master of the Rolls on Jan 25. Greville & Tucker, Solicitors for the Petitioners, 28 St. Swithin's-lane, London.
 Life Assurance Treasury.—V. C. Wood will proceed, on Jan 29 at 12, to settle the list of contributors of this company.
 Mitre General Life Assurance and Family Endowment Association.—The Master of the Rolls will proceed, on Feb 4 at 1, to settle the list of contributors of this company.

LIMITED IN BANKRUPTCY.

Liverpool and Manchester Tar and Turpentine Distillery and Patent Enamelled Cloth Company (Limited).—Order to wind-up, Dec 24. Creditors to prove their debts before Com. Evans on Feb 27 at 11. P. Johnson, Basinghall-st, has been appointed official liquidator.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Jan. 14, 1862.

Barr, William, Curtain-rd, Middlesex, and 1, Clarence-pl, Hackney-rd, Middlesex, Cabinet Maker. March 1. Sols. Roscoe & Hincks, 14, King-st, Finsbury-sq.
 Bloxam, Ann, formerly of Leamington Priors, and afterwards of the Medical Benevolent College, Epsom, Surrey, Widow. Feb 20. Sols Cowdell & Boyer, 21 Abchurch-lane, London.
 Eggar, William Godby, Down House, Ashley Hill, Bristol, Wholesale Draper. Feb 25. Sols Boyan, Gilling & Fress, Bristol.
 Taylor, William, Thornthorpe, Yorkshire, Gent. March 11. Sols A. & W. Simpson, New Malton.
 West, Thomas, North Elmham, Norfolk, Farmer. Feb 15. Sols Kerrison & Preston, Bank-st, Norwich.
 Wynyard, George Henry, Major in her Majesty's 58th Regiment. March 31. Sol Young, 9 New-sq, Lincoln's-inn.

FRIDAY, Jan. 10, 1862.

Boord, John, Elkington, 17 Vineyard, Bath, Gent. March 1. Sols Gill & Rush, 3 Miles-bldgs, Bath.
 Fieldsend, Richard Smith, South Wilttingham, Lincolnshire, Farmer. April 14. Sols Ingoldby & Bell, Town Hall, Louth.
 Gordon, Eliza Briggs, 114 Fitzgerald-st, Little Horton-lane, Bradford, Widow. March 1. Sols J. & J. R. W. Thompson, Bradford.
 Hobbins, Samuel, Steyton, Lincolnshire, Farmer. April 14. Sols Ingoldby & Bell, Town Hall, Louth.
 Hobley, Joseph, Stretton-under-Foss, Warwickshire, Farmer. March 1. Sols Woodcock, Twist, & Woodcock, Coventry, and W. & E. Harris, Rugby.
 Jones, Edward, Bodweni, Llandderff, Merionethshire, Esq. Feb 22. Sols Royle & James, Llanfyllin, Montgomeryshire.
 King, Thomas, Green-st, Linsted, Kent, Lime Burner & Carter. March 1. Sol Johnson, Faversham.
 Myers, John, Barley, Otley, Yorkshire, Farmer. March 1. Sol Siddall, Otley.
 Sellick, James, Bleadon, Somersetshire, Gent. March 25. Sol Chapman, Weston-super-Mare.
 Sharp, Thomas Snuggs, 13 Nelson-sq, Christ Church, Surrey, Gent. Feb 20. Sols Terrell & Chamberlain, 30 Basinghall-st, London.
 Tanner, Thomas, Thurlow-place, Norwood, Surrey, and Long Room, Custom House, London, Agent. Feb 10. Sol Armstrong, 83 Old Jewry, London.

TUESDAY, Jan. 21, 1862.

Arundale, Charles John, Newcastle-upon-Tyne, Banker's Clerk. Feb 18. Sols Fenwick & Falconar, Newcastle-upon-Tyne.
 De Fivas, Victor, late of 3 Rosedale-ter, Notting-hill, but formerly of 17 York pl, City-rd, Middlesex, and also formerly of George-st, Edinburgh, Gent. March 1. Sol Truett, 4 Essex-st, Middle Temple.
 Killingbeck, Robert William, Swaffham Prior, Cambridgeshire, Farmer. Feb 22. Sols Webster & Riches, 17 Emmanuel-st, Cambridge, and Barlow, St. Andrew-st, Cambridge.
 Merest, James Drage, formerly of The Moat, Soham, Cambridgeshire, but late of Hyde, Isle of Wight, Esq. Feb 22. Sols Webster & Riches, 17 Emmanuel-st, Cambridge.
 Wood, John, Ditchling, Sussex, Gent. March 16. Sols Gell & Son, Lewes.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Jan. 14, 1862.

Earle, Thomas, 7 Castle-st, Long-acre, Middlesex, Funeral Carriage Master. Feb 10. Earle v. Earle, M.R.

Holmes, John, West Parade, Kingston-upon-Hull, Esq. Feb 4. Garrod v. Holmes, V. C. Wood.
 Rooth, Joseph, Brampton, Derbyshire, Gent. Feb 19. Elce v. Rooth, V. C. Kindersley.

FRIDAY, Jan. 17, 1862.

Adams, John, Liverpool, Merchant. Feb 12. Dickson v. Adams, M.R.
 Dyer, Samuel, Heath End House, Croomhall, Gloucestershire. Feb 13. Dyer v. Dyer, M.R.
 Haggood, Thomas, 5 Well-st, Wellclose-sq, Middlesex, Oil and Colourman. Feb 14. Dighton v. Withers, M.R.
 Hardy, Elizabeth, Midlavant, Sussex, Spinster. Feb 14. Young v. Hardy, M.R.
 Hargreaves, John, Hart Common, Lancashire, Common Carrier. Feb 14. Hargreaves v. Fernington, M.R.
 Miller, James, St. Mary Axe, London, Wholesale Tea Dealer, and of 7 Albion-villas, Albion-road, Middlesex. Feb 18. Miller v. Ashwell, V. C. Stuart.
 Parker, George Craggs, North House, West-sq, Lambeth, Surrey, and late of the City of Paris, Gent. Feb 28. Wilkinson v. Pearce, V. C. Kindersley.
 Tooth, Griffith, Branchall, Uttoxeter, Staffordshire, Shoemaker. Feb 13. Elliott v. Tooth, M.R.
 Williams, Samuel, Brynmocho, Llanfair Dyffryn Cwyl, Denbighshire, Farmer. Feb 10. Williams v. Williams, M.R.
 Wilson, John Grant, Bristol, Surgeon. March 1. Maynard v. Wilson, V. C. Kindersley.

TUESDAY, Jan. 21, 1862.

Adams, Edmonds, Barge-yard, Bucklersbury, London, and London-pl, Brixton, Surrey, Merchant. March 1. Nelson v. Dixon, V. C. Kindersley.
 Bellis, John, Ewice, Flintshire, Yeoman. Feb 17. Bellis v. Jones, V. C. Stuart.
 Cressy, Matilda, 12 Great Winchester-st, London, Spinster. Feb 19. Smith v. Cressy, M.R.
 Delafield, Joseph, Bryanston-sq, Middlesex, Esq. Feb 8. Nazario v. Delafield, V. C. Stuart.
 Dewrance, John, Great Dover-st, Southwark, Engineer. Feb 15. Dewrance v. Dewrance, V. C. Wood.
 Ffolkes, Sir William John Henry Browne, Hillington Hall, Norfolk, Bart. Feb 20. Ffolkes v. Gurney, M.R.
 Granger, Jane, 1 Church-st, Kensington, Widow. Feb 23. Newham v. Carter, V. C. Kindersley.
 Maynard, George, Hayes, Middlesex, Gent. Feb 1. Cook v. Drew, V. C. Stuart.
 Maynard, Mary Ann, Western Cottage, Hayes, Middlesex, Widow. Feb 1. Cook v. Maynard, V. C. Stuart.
 Meek, Elizabeth, York, Widow. Feb 17. Rousby v. Wood, V. C. Stuart.
 Oxley, Ambrose, formerly of Marazion, Cornwall, and late of Gainsborough, Lincolnshire, Gent. Feb 15. Mitchell v. Stephenson, V. C. Wood.
 Walcott, William, Stoke-st, Millbrook, Salep, Esq. Feb 14. Walcott v. Graham, M.R.

Assignments for Benefit of Creditors.

TUESDAY, Jan. 14, 1862.

Aitken, David, Boston, Common Brewer. Jan 4. Sols Hollway & Harwood, Boston.
 Pine, William, Watford, Grocer. Dec 17. Sol Sedgwick, Watford.
 Simpson, Benjamin, Scarborough, Draper. Dec 24. Sols Van Sanden & Cumming, 13 King-st, Cheap-side.
 Taylor, Joseph, Kirton-in-Lindsey, Lincolnshire, Brewer. Dec 31. Sols Heaton & Oldman, Gainsborough.

TUESDAY, Jan. 21, 1862.

Allen, Thomas, Durham, Innkeeper. Dec 18. Sol George, Gloucester.
 Betts, William Henry, Church-st, Hackney, Middlesex, Ironmonger. Jan 7. Sol Hackwood, 7 Walbrook, London.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, Jan. 14, 1862.

Abraham, Harriett, Barton-upon-Humber, Draper. Dec 18. Assignment. Reg Jan 13.
 Anderson, Richard, Wellingborough, Contractor. Dec 20. Composition. Reg Jan 13.
 Ashton, John, Meadow-st, Sheffield, Grocer. Dec 13. Assignment. Reg Jan 10.
 Bean, Alexander, Kingston-upon-Hull, Grocer. Dec 16. Assignment. Reg Jan 10.
 Bennett, John, 28 Hart-st, Bloomsbury, and 10 High-st, Camden-town, Middlesex, Artists' Pencil and Brush Manufacturer. Jan 7. Composition. Reg Jan 13.
 Bridger, Alfred, Adelaide-rd, Saltley, near Birmingham, Dealer in Watches and Jewellery. Dec 14. Assignment. Reg Jan 10.
 Broadbent, Bathis, Shepley, Yorkshire, Shopkeeper. Dec 27. Assignment. Reg Jan 13.
 Chadwick, George, Masborough, Yorkshire, Builder. Dec 21. Composition. Reg Jan 11.
 Crosse, Henry, Coombs, Suffolk, Auctioneer. Dec 30. Assignment. Reg Jan 11.
 Dawson, John, Cosgrove, Northamptonshire, Malster. Dec 21. Assignment. Reg Jan 11.
 Dunham, John, 343 Strand, Middlesex, Dealer in Boots and Shoes. Jan 6. Composition. Reg Jan 10.
 Epworth, Henry, Rotherham, Printer and Stationer. Dec 14. Assignment. Reg Jan 11.
 Feast, Robert Walton, & Henry Feast, Earl-st, Finsbury, Oilmen. Jan 4. Assignment. Reg Jan 11.
 Hare, Francis John, Ember-cottage, Thames Ditton, Surrey, Clerk in Office of Commander-in-chief. Dec 17. Arrangement. Reg Jan 11.
 Henderson, William, Darlington, Draper. Dec 16. Composition. Reg Jan 13.
 Ince, James George, Tottenham-et rd, Middlesex, Woollen Draper. Dec 23. Composition. Reg Jan 9.
 Lewis, Rees, & William Lewis, Butc-st, Cardiff, Glamorganshire, Outfitters. Dec 23. Composition. Reg Jan 11.
 Lawless, Benjamin, Ruvicorn Gap, Lancashire, Tailor. Dec 18. Assignment. Reg Jan 9.

Ormerod, Lawrence, Rochdale, Grocer. Dec 16. Assignment. Reg Jan 10.
 Perle, Jacob Matthias, 24 Wilderness-row, Clerkenwell, Middlesex, Jeweller. Dec 19. Conveyance. Reg Jan 10.
 Phillips, William, Trevine, Lurian, Pembrokeshire, Grocer. Dec 14. Assignment. Reg Jan 9.
 Sanby, Charles, Landport, Hants, Greengrocer. Dec 14. Composition. Reg Jan 10.
 Stalt, Francis Henry, 22 Hayes, Cardiff, Glamorganshire, Baker. Dec 14. Assignment. Reg Jan 11.
 Webster, Henry St. Mary-st, Hants, Draper. Jan 7. Composition. Reg Jan 10.
 Wild, George, Davizes, Innkeeper. Dec 30. Assignment. Reg Jan 11.
 Wright, Walter Williams, 88 Upper Ebury-st, Fimlico, Upholterer. Dec 14. Assignment. Reg Jan 9.

FRIDAY, JAN. 17, 1862.

Austin, Samuel Peter, Sunderland, Ship Builder. Dec 19. Assignment. Reg Jan 14.
 Ball, Charles, Tunstall, Staffordshire, Grocer and Provision Dealer. Jan 6. Assignment. Reg Jan 16.
 Beale, William, 10 Plumstead-pl, Plumstead-rd, and 54 High-st, Woolwich, Kent, Grocer and Cheesemonger. Jan 11. Assignment. Reg Jan 15.
 Betts, William Henry, Church-st, Hackney, Middlesex, Ironmonger. Jan 7. Assignment. Reg Jan 16.
 Blight, Thomas, St Mewan, Cornwall, Grocer and Draper. Dec 21. Conveyance. Reg Jan 15.
 Broad, Samuel, 50 Thomas-st, Liverpool, Licensed Victualler. Dec 19. Composition. Reg Jan 15.
 Edmonston, Archibald, Salford, Machine Maker. Jan 6. Assignment. Reg Jan 16.
 Edwards, Evan, Red Cow Inn, Caerphilly, Glamorganshire, Licensed Victualler and Farmer. Dec 19. Assignment. Reg Jan 15.
 Gerrans, William, Tregeon, Cornwall, Agricultural Implement Maker. Dec 31. Assignment. Reg Jan 10.
 Geyrol, George Kennedy, 13 Chenies-st, London. Dec 31. Assignment. Reg Jan 13.
 Godfrey, George, 59 Great Portland-st, Oxford-st, Middlesex, Builder. Dec 31. Composition. Reg Jan 14.
 Gordon, Alexander Thomas, 1 Derby-st, Westminster, Middlesex, Railway Contractor. Dec 17. Inspectorship. Reg Jan 14.
 Haughton, William, 3 Cambridge-ter, Camden-town, Middlesex, Draper. Dec 30. Conveyance. Reg Jan 15.
 Jeffries, John Budden, Carmarthen, Attorney-at-Law. Dec 19. Assignment. Reg Jan 15.
 Jenkinson, William, Salford, Iron Merchant (Jenkinson & Co). Dec 18. Assignment. Reg Jan 15.
 Lemonson, Christopher, Sheffield, Draper. Dec 26. Composition. Reg Jan 15.
 Liley, James, Ripon, Draper. Dec 20. Assignment. Reg Jan 16.
 Moore, Henry John, Halstead, Essex, Corn, Coal, and Seed Merchant. Jan 6. Assignment. Reg Jan 15.
 Moysey, Thomas, Prospect-pl, Upper Clapton, Middlesex, Grocer and Tea Dealer. Dec 19. Assignment. Reg Jan 19.
 Neve, Edward William, Beaconsfield, Buckinghamshire, Draper and Grocer. Jan 2. Assignment. Reg Jan 16.
 Oliver, Mary, Hill Foot, Sheffield, Widow and Miller. Jan 7. Assignment. Reg Jan 17.
 Parr, Job, Eccles, Lancashire, Builder. Dec 20. Assignment. Reg Jan 16.
 Rhodes, Samuel, 38 Leyland-st, Blackburn, Grocer and Draper. Dec 19. Composition. Reg Jan 15.
 Rittens, Joseph, 64 Berners-st, Oxford-st, Middlesex, Milliner. Jan 11. Assignment. Reg Jan 15.
 Samuel, Moses, Aberavon, Glamorganshire, Pawnbroker and Watchmaker. Dec 30. Assignment. Reg Jan 15.
 Sibboring, George, Merthyr Tydfil, Glamorganshire, Timber Merchant. Dec 18. Assignment. Reg Jan 15.
 Wren, Thomas, Luton, Bedfordshire, Straw Hat Manufacturer. Dec 17. Assignment. Reg Jan 14.

TUESDAY, JAN. 21, 1862.

Altkis, David, Boston, Common Brewer. Jan 4. Assignment. Reg Jan 18.
 Clark, Joseph, Luton, Bedfordshire, Straw Hat and Bonnet Manufacturer. Jan 2. Assignment. Reg Jan 19.
 Dudson, Job, Diana-ter, Cemetery-rd, Sheffield, Stone Mason. Jan 2. Composition. Reg Jan 20.
 Fairhead, James, & Thomas Blomfield Fairhead, 7 Borough-market, Southwark, Surrey, Seedsmen. Jan 14. Inspectorship. Reg Jan 17.
 Fitch, Alfred, Road-lane, London, Provision Merchant. Jan 16. Assignment. Reg Jan 20.
 Gibson, Percy, Sunderland, Upholsterer. Dec 31. Assignment. Reg Jan 18.
 Hall, Richard, Walsall, Staffordshire, Builder. Assignment and arrangement. Nov 1.
 Holmes, James, Morley, Yorkshire, Cloth Manufacturer. Jan 7. Reg Jan 18.
 Heywood, Thomas, Stockport, Draper. Jan 14. Composition. Reg Jan 16.
 Jackson, Charles Michael, 54 Bedcross-st, Cripplegate, London, Manufacturer of Fancy Goods. Dec 18. Assignment. Reg Jan 19.
 Pine, William, Watford, Grocer. Dec 17. Assignment. Reg Jan 14.
 Simpson, Benjamin, Scarborough, Draper. Dec 24. Assignment. Reg Jan 18.
 Thomas, Thomas, Pontypridd, Glamorganshire, Draper. Jan 1. Assignment. Reg Jan 18.
 Tregear, Mary, Hants, Hosier. Dec 30. Assignment. Reg Jan 17.

Bankrupts.

TUESDAY, JAN. 14, 1862.

Adamson, William, Upper Cross-st, Leeds, Shopkeeper. Pet Jan 7. Leeds, Jan 28. Sol Harle.
 Beasley, Emanuel, 1 Bank-chmbrs, Lothbury, London, Share Broker. Pet Jan 11. London, Jan 30. Sol Stockpoole, Pinner's-hall.
 Blackmore, Edward Reese, 12 River-ter, York-rd, Islington, Middlesex, Baker. Pet Jan 8 (in forma pauperis). London, Jan 28. Sol Holt, Quality-st, Chancery-lane.

Boone, Richard, Pendlebury, near Manchester, Furniture Broker. Pet Jan 9. Manchester, Jan 25. Sol Swan, Manchester.
 Bourne, Thomas, Wasteborough, Salop, Brickmaker. Pet Jan 10. Shrewsbury, Feb 10. Sol Dobson, Shrewsbury.
 Bowden, George, 11 & 12 White st, Bristol, Beer-house Keeper. Pet Jan 10. Bristol, Feb 6. Sols Bevan, Gilling, & Press, Bristol.
 Bromfield, John, 14 Orchard-st, Swansea, Journeyman Brewer. Pet Jan 9. Swansea, Feb 4. Sol Morris, Swansea.
 Brown, Alfred Hall, Norwich, Haberdasher. Pet Jan 11. London, Jan 28. Sol Childie, 25, Old Jewry.
 Burges, James, Weston-super-Mare, Builder. Pet Jan 13. Bristol, Jan 28. Sols Chapman, Weston-super-Mare, and Treonery, Bristol.
 Carr, Henry John, Bradwell, Essex, a Retired Commander in the Royal Navy. Pet Jan 9. Maldon, Jan 30. Sol Digby, Maldon.
 Carson, Robert, & William Carson, Nottingham, Builders. Pet Jan 9. Nottingham, Jan 30. Sol Sollory, Nottingham.
 Chapman, William, Wellingborough, Innkeeper. Pet Jan 7. Wellingborough, Jan 21. Sol Sherwood, Wellingborough.
 Cherry, Josiah, Cambrin Stores, 13 Castle-st, Leicester-sq, Middlesex, Licensed Victualler. Pet Jan 8. London, Jan 28. Sol Lewis, 1 Albany, Piccadilly.
 Child, Sidney Percy, Sutton, Surrey, Tea Merchant. Pet Jan 10. London, Jan 28. Sols Harrison & Lewis, 6 Old Jewry, for Litchfield, Newcastle-under-Lyne.
 Childs, Archibald Prentice, 14, Cambridge-rd, Hammermith, Middlesex, Surgeon. Pet Jan 9. London, Jan 24. Sol Holt, Quality-st.
 Claypole, John, Great Easton, Leicestershire, Shoemaker. Pet Jan 9. Uppingham, Jan 30. Sol Rawlins, Market Harborough.
 Clift, William, Horninglow, Burton-upon-Trent, Cooper. Pet Jan 10. Birmingham, Jan 27. Sols East & Parry, Birmingham.
 Cockedge, George Francis, 14 Bezon-road, De Beauvoir Town, Middlesex, Assistant Warehouseman. Pet Jan 11. London, Jan 23. Sols Peak & Downing, 10 Basinghall-st.
 Cook, Henry, jun., Gainsborough, Fishmonger and Innkeeper. Pet Jan 9. Gainsborough, Jan 23. Sol Baden, Gainsborough.
 Cotching, Charles, Southcott, Linslade, Aylesbury, Farmer. Pet Jan 6. London, Jan 30. Sols Doyle, 2 Verulam-bldgs, and deacon, Aylesbury.
 Cowburn, John, Millbridge, near Leeds, Joiner. Pet Jan 13. Leeds, Jan 27. Sols Sykes, Heckmondwike, and Bond & Barwick, Leeds.
 Dale, John, Penzance, Cornwall, Baker. Jan 11. Exeter, Jan 28. Sol Flood, Exeter.
 Dalgleish, James, 48 Mersey-st, Liverpool, Ironmonger. Pet Jan 10. Liverpool, Jan 28. Sol Husband, Liverpool.
 Dicker, Andrew, West End Livery Stables, King-st, Hammermith, Middlesex, Sol Master and Livery Stable Keeper. Pet Jan 10. London, Jan 30. Sol Holt, Quality-st.
 Ellis, Thomas, Small Bridge, near Rochdale, Builder. Pet Jan 8. Rochdale, Jan 27. Sol Whitehead, Rochdale.
 Emerson, Frederick Hamilton, Whitehaven, Supervisor of Excise. Pet Jan 10. Newcastle-upon-Tyne, Jan 28. Sol Chartres, Newcastle-upon-Tyne.
 Evans, John, Crooms-grove, Greenwich, Town Traveller. Pet Jan 7. London, Jan 30. Sol Drew, 4 New Basinghall-st.
 Feakes, John William, 97 Lupus-rd, Fimlico, Middlesex, Plumber and Painter. Pet Jan 10. London, Jan 28. Sol Venn, 3 New-lane, Strand.
 Fische, Leopold, 5 Launceston-chambers, Fenchurch-st, London, Merchant. Pet Jan 11. London, Jan 29. Sols Lawrence, Plews, & Boyer, Old Jewry-chambers.
 Fish, Charles, Rodmin, Greengrocer. Pet Jan 9. Rodmin, Jan 24. Sol Commins, Bodmin.
 Fox, William, Great Yarmouth, Publican. Pet Jan 6. Great Yarmouth, Jan 22. Sol Bellamy, Great Yarmouth.
 Frost, Henry, 30 Union-st East, Spital-fields-market, Grocer and Oilman. Pet Jan 9. London, Jan 24. Sols Marshall and Son, Hatton-garden.
 Gamble, Thomas, Huntingdon, Potato Dealer. Pet Jan 11. Leeds, Jan 30. Sols Bell, Pocklington, and Bond & Barwick, Leeds.
 Garland, Edwin Alfred, St. Denis-rd, Portwood, Hants, Solicitor's Clerk. Pet Jan 10. London, Jan 28. Sols Paterson & Son, 7 Bouverie-st, London, and Mackey, Southampton.
 George, William, 11 East-st, Walworth, Surrey, Homoeopathist. Pet Jan 10. London, Jan 28. Sol Heathfield, 19 Lincoln's-inn-fields.
 Green, Albert, 16 Somers-pl, Cambridge-sq, Paddington. Physician. Pet Jan 10. London, Jan 30. Sols Ashurst, Son, & Morris, 6 Old Jewry, London.
 Hallam, James, Smeinton-st, Nottingham, Beer Seller. Pet Jan 9. Nottingham, Jan 30. Sol Smith, Nottingham.
 Harrison, John Burrows, 99 Chester-st, Birkenhead, Secretary to the Liverpool Botanic Institute. Pet Nov 11. Chester, Jan 20.
 Harwood, William, Sheffield, Omnibus and Cab Proprietor. Pet Dec 19. Leeds, Jan 25. Sol Fernel, Sheffield.
 Hentley, Thomas William, Elegate, Surrey, Grocer. Pet Jan 11. London, Jan 29. Sols Lawrence, Plews, & Boyer, Old Jewry-chambers, and Morrison, Belgate.
 Hudson, Isaac, Hartlepool, Trimmer. Pet Jan 3. Hartlepool, Jan 29. Sol Todd, Hartlepool.
 Hulme, James, Whieldon-grove, Stoke-upon-Trent, Labourer. Pet Jan 8. Stoke-upon-Trent, Jan 25. Sol Tennant, Hanley.
 Hyde, Helena Anne, Tenbury, Worcestershire, Widow, Dealer in Fancy Goods. Pet Jan 11. Tenbury, Jan 27. Sols Freer & Perry, Stourbridge.
 Jewell, Thomas William, Harwich, Surgeon on board Her Majesty's Ship Pembroke. Pet Jan 19. London, Jan 28. Sol Lay, 44 Poultry, Agent for Abell & Brown, Colchester.
 Kelland, John, Wentworth-st, Whitechapel, Middlesex, Saw Mill Proprietor. Pet Jan 10. London, Jan 24. Sols Sole, Turner, & Turner, Aldermanbury.
 Lansdale, Samuel, 23 Cross-st, Blackfriars-rd, Surrey, Egg Merchant. Pet Jan 11. London, Jan 25. Sols Marshall & Son, 12 Hatton-garden.
 Lowe, Daniel, Nochells, Birmingham, Licensed Victualler. Pet Jan 9. Birmingham, Jan 27. Sols East & Parry, Birmingham.
 Mason, James, 4 Castle-st, Truro, Commission Agent. Pet Jan 9. Truro Jan 29. Sol Cook.
 Merrick, Joseph Meyrick, 102 Peascoe-st, New Windsor, Berks, Watchmaker. Pet Jan 8. Reading, Jan 23. Sol Phillips, Windsor.
 Mitchell, John, 13 King-st, Bishopwearmouth. Pet Jan 7. Sunderland, Jan 24. Sol Brignal, Durham.
 Pankhurst, Adam, Church-st, Stoke, Stoke-upon-Trent, Green Grocer. Pet Jan 8. Stoke-upon-Trent, Jan 28. Sol Tennant, Hanley.

Peat, George, Poynton-st, Nottingham, Cordwainer. Pet Jan 10. Nottingham, Feb 8. Sol Smith.

Perry, Edward, Llangatock-Vibon-Avel, Monmouthshire, Clerk in Holy Orders. Pet Jan 11. Bristol, Jan 27. Sol Brittan, Bristol.

Perton, William, Jun., 8 Bedford-ter, Church-st, Kensington, Middlesex. Plumber, Painter, and Glazier. Pet Jan 10. London, Jan 24. Sol Buchanan, 13 Basinghall-st.

Pilbeam, James Langley, Troy-house, King-st, Rochester, Draper. Pet Jan 10. London, Jan 28. Sol Doyle, 2 Verulam-bldgs, Gray's-inn, Agent for Morgan, Maidstone.

Prescott, Samuel, Kirkby-cum-Osgodby, Lincolnshire, Licensed Victualler. Pet Jan 10. Market Rasen, Jan 24. Sol Brown and Son, Lincoln.

Preston, Thomas, sen., Prescott Mill, Statedesden, near Cleobury Mortimer, Salop, Farmer. Pet Jan 10. Birmingham, Jan 27. Sol Duke, Birmingham.

Purshouse, John, Mamble-sq, Sedgley, Staffordshire, Charter Master. Pet Jan 9. Dudley, Jan 23. Sol Walker, Wolverhampton.

Roberts, James, 196 Wellington-rd, Toxteth-pk, near Liverpool, Butcher. Pet Jan 10. Liverpool, Jan 27. Sol Henry, Liverpool.

Rolle, Thomas, & James Rolle, William-st, Slough, Bucks, Hatters. Pet Jan 8. Windsor, Jan 23. Sol Voules, Windsor.

Roughton, William, Burgh-le-Marsh, Lincolnshire, Gardener. Pet Jan 10. Spilby, Jan 24. Sol Walker, Alford.

Saxton, Richard, Somercotes, Alfreton, Derbyshire, Butcher. Pet Jan 9. Alfreton, Feb 1. Sol Neal, Matlock.

Sinclair, James, Huddersfield, Doctor of Medicine. Pet Jan 10. Leeds, Jan 27. Sol Robinson, Huddersfield, and Bond & Barwick, Leeds.

Smart, Thomas, Woodford, Essex, Market Gardener. Pet Jan 10. London, Jan 28. Sol Barrow, Queen-st, London, and Runnaces, Brighton.

Smith, John, Starston, Ashborne, Derbyshire, Farmer. Pet Jan 10. Ashborne, Feb 7. Sol Holland, Ashborne.

Snook, Francis, Fenny Stratford, Carpenter. Pet Jan 9. Newport Pagnel, Feb 7. Sol Sdimson, Bedford.

St. John, Horace Stebbing Rooce, Crown-hill, Surrey, Literary Author. Pet Jan 9. London, Jan 26. Sol Atkinson, 65 Watling-st.

Storey, Mary, Seaton, Cumberland, Innkeeper. Pet Jan 7. Cockermouth, Jan 24. Sol Ramsey, Cockermouth.

Symons, Edward, 130 Hill-walworth, Surrey, Commercial Traveller. Pet Jan 9. London, Jan 27. Sol Silvester, 18 Great Dover-st.

Tennant, Thomas Webster, 27 Brunswick-crescent, Coldharbour-lane, Camberwell, Surrey, Attorney's Clerk. Pet Jan 7. London, Jan 30. Sol Davis, 10 Golden-sq.

Tippin, Ralph John, 10 Love-lane, Eastcheap, and 5 Mercers-st, Saint Mary-at-hill, Thames-st, London, Tin Plate Worker. Pet Jan 13. London, Jan 28. Sol Abbott, 1 Saint Mark-st, Great Prescott-st, London.

Turner, Freeman, 7 High-st, Oxford, General Dealer. Pet Jan 8 (in form pauperis). Oxford, Jan 27. Sol Thompson, Oxford.

Wallis, Edwin Henry, Wantage, Berks, Innkeeper. Pet. Wantage, Jan 21. Sol Cave, Newbury.

Watson, Rev. Alexander, 28 Queen-sq, Bloomsbury, Middlesex, Clerk in Holy Orders. Pet Jan 11. London, Jan 28. Sol Chidley, 25 Old Jewry.

Wharmby, George, Pool-lane, Portwood, Cheshire, Beer-house Keeper. Pet Jan 8. Stockport, Jan 21. Sol Howard, Stockport.

Whittaker, George, Radcliffe, Lancashire, Farmer. Pet Jan 11. Manchester, Jan 27. Sol Boote, Manchester.

Williams, David, Bush Inn, Doven, Llanelly, Innkeeper. Pet Jan 4. Llanelly, Jan 20. Sol Perkins, Llanelly.

Wilson, William, Hoddessden, Hertfordshire, Harness Maker. Pet Jan 9. London, Jan 28. Sol Batchelor, 1 Guildhall-chambers, for Armstrong, Hertford.

Wilson, William, Jun., & James Kaye, Mossley, Lancashire, Bobbin Turners. Pet Jan 10. Manchester, Jan 29. Sol Brooks, Marshall, & Brooks, Manchester.

Woodward, Joseph, Abaddon and Chateaul, Staffordshire, Farmer. Pet Jan 6. Birmingham, Jan 27. Sol Stanley & Winstanley, Newcastle-upon-Tyne, and James & Knight, Birmingham.

Woodlett, John, Bromley, Kent, Carpenter and Builder. Pet Jan 9. London, Jan 30. Sol Munday, 6 Essex-st, Strand.

Yeoman, Thomas, Cove, Southampton, Licensed Victualler. Pet Jan 7. Farnham, Jan 28. Sol White, Guildford, Surrey.

FRIDAY, JAN. 17, 1862.

Andrew, Frederick, Manchester, Attorney. Pet Jan 15. Manchester, Jan 27. Sol Stead, Manchester.

Applegate, John, Georgia Farm, Amport near Andover, Hants, Farmer. Pet Jan 14. London, Jan 29. Sol Cranch, 15 London-st.

Bailey, Henry Jacob, 17 Paddington, Liverpool, Fishmonger and Poulterer. Pet Jan 13. Liverpool, Jan 29. Sol Hubbard, Liverpool.

Bailey, John Burn, Chesham, Printer, Bookseller, and Stationer. Pet Jan 8. Bristol, Jan 28. Sol Abbot, Lucas, & Leonard, Bristol.

Bailey, Thomas, Eye, Northamptonshire, Vermin Destroyer. Pet Jan 9. Peterborough, Jan 25. Sol Law, Stamford.

Banks, John De, 246 Vauxhall-road, Liverpool, Licensed Victualler. Pet Jan 14. Liverpool, Jan 20. Sol Husband, Liverpool.

Bartlam, Edward, Workop, Nottinghamshire, Stationer. Pet Jan 18. Workop, Jan 30. Sol Clough, Workop.

Basford, William, 33 Sent-st, Dale Hall, Burnham, Staffordshire, Floor Tile Manufacturer. Pet Jan 18. Hanley, Feb 1. Sol Sutton, Burnham.

Bathford, John, Leeds, Ironmonger. Pet Jan 14. Leeds, Feb 6. Sol G. A. & W. Emsley.

Beasley, Benjamin, Birmingham, and of Smethwick, Gun Maker. Pet Jan 16. Birmingham, Feb 3. Sol Hodgson & Allen, Birmingham.

Beaton, John Clarke, South Petherton, Somersetshire, Dealer in Skins. Jan 13. Exeter, Feb 5. Sol Flood, Exeter.

Beckett, Horatio William, 76 Free-st, Fiddington, Middlesex, Wine Merchant. Pet Jan 11 (in form pauperis). London, Jan 29. Sol Holt, Quality-court.

Bennington, Charles, 10 Saint Quintin's-place, Draypool, Kingston-upon-Hull, Ship Owner. Pet Jan 15. Kingston-upon-Hull, Jan 29. Sol Heartfield, Hull.

Berry, Emma, South-bank, Regent's-park, Middlesex. Pet Jan 14. London, Feb 5. Sol Nichols & Clark, Cook's-st, Lincoln's-inn.

Bourne, George, 65 Suffolk-st, Birmingham, Warwickshire, Eating-house Keeper. Pet Jan 14. Birmingham, Feb 14. Sol Duke, Birmingham.

Boyce, William Nettleton, 48, Sloane-st, Chelsea, Middlesex, Commander

in the Royal Navy. Pet Jan 10. London, Jan 20. Sol Buchanan, 10 Basinghall-st.

Brodie, John, Sunderland, Master Mariner. Pet Jan 10. Sunderland, Jan 28. Sol McLean, Sunderland.

Bulmer, Richard, Snydenham, Kent, Assistant at a School. Pet Jan 18. London, Feb 4. Sol Medini, 14 St. Benet's-place, Gracechurch-st.

Carr, Charles, West Bar-green, Sheffield, Licensed Victualler. Pet Jan 14. Sheffield, Feb 7. Sol Turner, Sheffield.

Chambers, John, Manchester, Fringe Manufacturer. Pet Jan 13. Manchester, Jan 29. Sol Stead, Manchester.

Clegg, William, Vale Mill, Stanfield, near Halifax, Mill Owner. Pet Jan 14. Leeds, Feb 3. Sol Mason, York.

Cooper, John, Tunstall, Staffordshire, Earthenware Dealer. Pet Jan 18. Birmingham, Feb 3. Sol Hodgson & Allen, Birmingham.

Cooper, Richard, 14 Doris-st West, Lambeth, Surrey. Pet Jan 7. London, Jan 28. Sol Pook, 27 Basinghall-st.

Crosley, Josiah, Fritchley, Derbyshire, Grocer. Pet Jan 14. Alfreton, Feb 1. Sol Walker, Belper.

Crouch, James, 8 Carlton-st, Brighton, Greengrocer. Pet Jan 14. Brighton, Feb 4. Sol Goodman, Brighton.

Davies, John, Traftord, Cheshire, General Dealer. Pet Jan 11. Chester, Jan 21. Sol Massey, Chester.

Davies, John Thomas, Queen's-rd, Brighton, Grocer. Pet Jan 14. London, Feb 4. Sol Harrison & Lewis, 6 Old Jewry.

Davis, Thomas, King's Bench-walk, Rushey-green, Lewisham, Kent. Pet Jan 10. London, Jan 28. Sol Drew, 4 New Basinghall-st.

Dibben, George Julian, Leicester, Jan 9. Leicester, Jan 23. Sol Spomer, Leicester.

Dickinson, James, 24 Ernest-st, Hampstead-rd, Middlesex, Commission Agent. Pet Jan 15. London, Feb 5. Sol Allen, 64 Chancery-lane.

Dolman, Thomas, Dudley Port, Staffordshire, Publican. Pet. Wolverhampton, Feb 10. Sol Walker, Wolverhampton.

Dooley, Lawrence, 77 High-st, Edge-hill, Liverpool, Master Mariner and Ship Owner. Jan 14. Manchester, Feb 1.

Edwards, James White, Terminus Hotel, St. Mary-st, Beer Retailer. Pet Jan 15. Cardiff, Feb 3. Sol Ensor, Cardiff.

Elliott, Robert, Cambridge-st, Scotswood-rd, Newcastle-upon-Tyne. Pet Jan 10. Newcastle-upon-Tyne, Feb 14. Sol Joel, Newcastle-upon-Tyne.

Elston, George Henry, 5 Liverpool-st, Islington, Middlesex, Watch Maker. Pet Jan 11. London, Jan 28. Sol Boulton & Sons, 31a Northampton-sq, Clerkenwell.

Erwood, William, Suffolk-pl, St. John's-hill, Battersea-rd, Battersea, Surrey, Fruiterer and Greengrocer. Pet Jan 15. London, Feb 4. Sol Silvester, 18 Great Dover-st.

Escott, William Robert, 26 Waterloo-st, Exeter, Painter and Glazier. Pet Jan 15. Exeter, Jan 29. Sol Barton, Exeter.

Fish, James, Waterloo, Ashton-under-Lyne, Grocer. Pet Jan 11. Manchester, Jan 27. Sol Sale, Worthington, Shipman, & Soddan, Manchester, and Darnison, Ashton-under-Lyne.

Ford, William, Leeds, Commercial Traveller. Pet Jan 15. Leeds, Jan 20. Sol Harle, Leeds.

Fox, Thomas, Armitage, Staffordshire, Potter. Jan 14. Birmingham, Feb 3.

Frost, Thomas Elliott, 27 King's-road, Chelsea, Middlesex, Corn Merchant. Pet Jan 14. London, Feb 4. Sol Mead, 30 Bury-st, St. James's.

Gains, Fanny, Keyworth, Leicestershire, Grocer. Jan 9. Loughborough, Jan 20. Sol Weston, Leicester.

Gibbs, Robert, 245 Gooch-st, Birmingham, Corn Dealer. Pet Jan 13. Birmingham, Feb 11. Sol Webb, Birmingham.

Glaes, James, 19a Church-row, Newington Butts, Surrey, Clerk to a Coal Merchant. Pet Jan 13. London, Feb 4. Sol Neal, Pinner's-hall.

Gledhill, Henry, Bradford, Carriers Agent. Pet Jan 13. Leeds, Feb 6.

Gordan, James, Gedney-hill, Lincolnshire, Cordwainer. Pet Jan 13. Holbeach, Jan 25. Sol Percival, Spalding.

Gough, Llewellyn Tyndale, Upton-upon-Severn, Worcestershire. Pet Jan 4. Upton-upon-Severn, Feb 1. Sol Walker, Upton-upon-Severn.

Griffiths, David, Red Lion Inn, Castle-st, Gbleland, Merthyr Tydfil, Innkeeper. Pet Jan 13. Merthyr Tydfil, Jan 31. Sol Forwood, Merthyr Tydfil.

Hall, Richard, Ivy-st, Somers-rd, Southsea, Hampshire, Baker. Pet Jan 11. Portsmouth, Feb 3. Sol Paffard, Jan, Portsea.

Hammood, George, Great Brickhill, Buckinghamshire, Farmer. Pet Jan 14. London, Jan 28. Sol Child, 11 Old Jewry-chambers.

Hart, Henry Winter, 17 Denbigh-st, Pimlico, Middlesex, Commercial Clerk. Pet Jan 15 (in form pauperis). London, Feb 4. Sol Fantom & Son, Bevois-st, Basinghall-st.

Hartill, John, Bilston, Staffordshire, Coal Dealer and Grocer. Wolverhampton, Feb 10. Sol Walker, Wolverhampton.

Hastings, Charles, 49 Clerkenwell-close, Clerkenwell, Middlesex, Cabinet Maker. Pet Jan 11 (in form pauperis). London, Jan 26. Sol Holt, Quality-court.

Higley, Henry, Meanwood, near Leeds, Journeyman Carrier. Pet Jan 15. Leeds, Feb 4. Sol Harle.

Hill, Samuel, Scamblaby, Lincolnshire, Boot and Shoe Maker. Pet Jan 11. Horncastle, Jan 25. Sol Walber, Alford.

Hodgson, Charles, 30 Westmoreland-ter, Newcastle-upon-Tyne, Post-office Clerk. Pet Jan 8. Newcastle-upon-Tyne, Feb 13. Sol Robinson, Sunderland.

Hodson, Charles, Longton, Stoke-upon-Trent, Journeyman Baker. Pet Jan 16. Stoke-upon-Trent, Feb 1. Sol Lichfield.

Hood, William, 23 Ryland-st North, Birmingham, Warwickshire, Shoeing Smith. Pet Jan 13. Birmingham, Feb 14. Sol Allen, Birmingham.

Ick, John, 195 High-st, Deritend, Birmingham, Leather Seller. Pet Jan 11. Birmingham, Feb 14. Sol Foster, Paradise-st.

Inder, Simeon, 32 Mary-st, Southampton, Licensed Victualler. Pet Jan 6. Southampton, Feb 8. Sol Mackey, Southampton.

Ireland, Thomas, Crown Inn, Little Bridges-st, Covent-garden, Middlesex, Licensed Victualler. Pet Jan 13. London, Jan 29. Sol Munday, 97 Fountain-st, Strand.

Joseph, John, Laws-st, Pembroke Dock, Baker. Pet Jan 13. Pembroke, Feb 3. Sol Parry, Pembroke Dock.

Joslin, Joseph, Keivredon, Essex, Tailor and Draper. Pet Jan 13. Colchester, Feb 1. Sol Jones, Colchester.

Julian, Henry, Clarence-sq, Windsor-st, Nottingham, Calc Jobber. Pet Jan 15. Nottingham, Feb 3. Sol Heathcote, Nottingham.

Kelly, Edward, Edingway, Warwickshire, Plumber, Glazier, Painter, and Paper Hanger (See & Yeoman). Pet Jan 13. Birmingham, Feb 14. Sol East & Parry, Birmingham.

Kemp, John George, 5 Edward-pl., Phillip-st., Kingland-rd., Middlesex, Mahogany and Timber Merchant. Pet Jan 15. London, Feb 4. Sol Angell, 23 King-st., Guildhall.

Kennett, John George, Freshwater, Isle of Wight, Builder. Pet Jan 13. Newport, Jan 27. Sol Joyce, Newport.

Lake, Thomas Farmer, Stoke Rivers, Devonshire, Farmer. Pet Jan 7. Barnstaple, Jan 22. Sol Bencraft, Barnstaple.

Laroche, Martin, 65 Oxford-st., Middlesex, Photographic Artist. Pet Jan 15. London, Jan 30. Sol St Aubyn, 38 Moorgate-st.

Lewis, Edward, 91 Queen-st., Tredgar, Monmouthshire, Boot and Shoe Maker. Pet Jan 13. Tredgar, Feb 3. Sol Wilcocks, Cardiff.

Lewis, William Bowie, Houndsdown, Hants, Yeoman. Pet Jan 15. London, Feb 4. Sol Westall, 3 South-sq., Gray's-inn.

Lilley, John, Upton-upon-Severn, Baker. Pet Jan 6. Upton-upon-Severn, Feb 1. Sol Willson, Worcester.

Linden, Henry, 29 Richard-st., Liverpool-rd., Islington, Middlesex, Painter. Pet Jan 16. London, Feb 4. Sol Hill, 10 Basinghall-st.

Lowe, Rhoda, Widow, Catherine Cross, Darlington, Staffordshire, Schoolmistress. Pet. Walsal, Jan 28. Sol Slater, Darlington.

Loweth, John Seaton, Stamford, Publican. Pet Jan 13. Stamford, Jan 27. Sol Law, Stamford.

Macrow, Thomas Christmas, 10 & 11 Marlborough-rd., Chelsea, Middlesex, Grocer. Pet Jan 14. London, Feb 3. Sol Reed, Gulliall-chambers.

Malcolm, James Drysdale, 4 Amydill-pl., Vassall-rd., Brixton, Surrey, Lecturer. Pet Jan 13. London, Jan 28. Sol Temple, 21, Duke-st., Manchester-sq.

Marshall, Charles, 41, Union-st., Plymouth, Bookseller. Pet Jan 13. East Stonehouse, Feb 29. Sols Beer & Rundle, Devonport.

Martin, Christopher, 21 Gresham-rd., Pownall-rd., Queen's-rd., Dalston, Middlesex, Assistant to an Auctioneer. Pet Jan 11. London, Feb 6. Sol Holt, Quality-cl.

Mead, Mary, Wheatsheaf, Suffolk. Pet Jan 13. Bury St. Edmunds, Jan 27. Sol Salmon, Bury St. Edmunds.

Messom, Samuel, Nottingham, Builder. Jan 16. Nottingham, Feb 6.

Michaels, Abraham, 30 Hollywell-st., Westminster. Pet Jan 11. London, Jan 28. Sol Padmore, 27 Bridge-rd., Lambeth.

Michell, Alfred, Sowerby Bridge, Yorkshire, Officer of Inland Revenue. Pet Jan 14. Halifax, Jan 31. Sol Holroyde, Halifax.

Moon, Clement, 3 South-st., Berkeley-sq., Middlesex, Dairyman. Pet Jan 15. London, Feb 4. Sol Pimsaul, 7 South-sq., Gray's-inn.

Page, John, St. George's-square, Drottwich, Grocer. Pet Jan 7. Drottwich, Feb 3. Sol Duke, Birmingham.

Parkinson, William, Blackburn, Cotton Manufacturer. Pet Jan 14. Manchester, Jan 29. Sol Boote, Manchester.

Pegg, Joseph, 20 Meacheapen-st., Worcester, Bookseller. Pet Jan 8. Worcester, Feb 5. Sol Corles, Worcester.

Porter, James Francis, 38 Humber Dock Walls, Kingston-upon-Hull, North-sea Pilot. Pet Jan 15. Kingston-upon-Hull, Jan 31. Sols Eaton & Beilly, Hull.

Poulton, Henry, 6 Edward-st., Arthur's-hill, Newcastle-upon-Tyne, Journeyman Kid Leather Finisher. Pet Jan 7. Newcastle-upon-Tyne, Feb 13. Sol Joel, Newcastle-upon-Tyne.

Powell, Henry, 13 Fox-place, Sandy-hill, Plumstead, Kent, Plumber. Pet Jan 9. London, Jan 28. Sol Buchanan, 13 Basinghall-street.

Prescott, Thomas, Smethwick, Staffordshire, Glass Maker's Foreman. Pet Jan 16. Birmingham, Jan 29. Sols James & King, Birmingham.

Ramsden, William, 40 Woolshops, Halifax, Journeyman Butcher. Pet Jan 14. Halifax, Jan 31. Sols Wavell, Philbrick, & Foster, Halifax.

Randsome, George King (commonly known as George King), Reedshe, near Ake, Norfolk, Beast and Sheep Salesman. Pet Jan 15. London, Jan 28. Sols Nichols & Clark, 9 Crook's-court, Lincoln's-inn.

Rickards, John Laurie, 28 Parliament-street, Westminster, Engineer. Pet Dec 30. London, Jan 28. Sols Ashurst, Son, & Morris, 6 Old Jewry.

Ridyard, William, Bilston, Staffordshire, Vitriol Manufacturer. Jan 14. Birmingham, Feb 3.

Righty, John, Gardener's Arms, Kenworthy-st., Staleybridge, Beerseller. Pet Jan 16. Ashton-under-Lyne, Jan 30. Sol Gardener, Manchester.

Rigg, John, Outgate, Hawkhead, Lancashire, Clogger. Pet Jan 11. Ambleside, Jan 29. Sol Heells, Hawkhead.

Rogers, Edward, & Broughton Jones, Llangollen, Denbighshire, Plumbers. Pet Jan 15. Liverpool, Jan 30. Sol Richards, Llangollen.

Roeling, Henry, Langtoft, Lincolnshire. Pet Jan 14. Bourn, Jan 29. Sol Law, Stamford.

Seaman, James, 10 Little Church-st., Wisbeach St. Peter. Cambridge-shire, Flammonger and Fruit Dealer. Pet Dec 21. Wisbeach, Jan 30. Sol Ollard, Upwell.

Shemelt, George Frederick, Liverpool, Spirit Broker. Pet Jan 15. Liverpool, Jan 29. Sol Etty, Liverpool.

Simpson, John, 77 High-st., Edge-hill, Liverpool, Coal Dealer. Jan 14. Liverpool, Jan 31.

Sivier, Richard, jun., Ryde. Pet Jan 14. London, Jan 28. Sol Silvester, 18 Great Dover-st.

Smith, Henry, 3 Layham-pl., South Lambeth New-rd., South Lambeth, Surrey, Bricklayer and Builder. Pet Jan 16. London, Feb 5. Sol Buckley, 29 King William-st.

Smith, William, Spout-st., Leek, Staffordshire, Householder. Pet Jan 14. Leek, Jan 28. Sol Challinor, Leek.

Soffe, John, Fritham, Hants, Farmer. Pet Jan 14. London, Feb 4. Sols Paterson & Son, 7 Bouverie-st., London, and Mackey, Southampton.

Sprange, Henry Napoleon, and Joseph Edward Meugens, 60 Commercial Sale Room, Mincing-lane, London, Colonial and Insurance Brokers. Pet Jan 6. London, Feb 4. Sols Ellis, Parker, & Clarke, 3 Cowper's-cst, Cornhill.

Standfield, James, Edmonton, Middlesex, Baker. Pet Jan 13. London, Jan 29. Sols Lawrence & Co., 12 Broad-st., Chancery-lane.

Stevens, George Henry, 56 Great Queen-st., Lincoln's-inn-fields, Holborn, Middlesex, Decorative Artist. Pet Jan 13. London, Feb 4. Sols Harrison & Lewis, 6 Old Jewry.

Stevens, John, Bourn, Lincolnshire. Pet Jan 14. Bourn, Jan 29. Sol Law, Stamford.

Stoddart, Thomas Johnson, 61 Gloucester-rd., Newcastle-upon-Tyne, Builder. Pet Jan 7. Newcastle, Feb 13. Sol Joel, Newcastle-upon-Tyne.

Sturges, William, Billesdon, Leicestershire, Farrier. Pet Jan 14. Birmingham, Jan 31. Sol Hoxby, Leicester.

Taylor, Maurice, jun., Weston-Super-Mare, Innkeeper and Builder. Pet Jan 9. Bristol, Jan 28. Sols Chapman, Weston-Super-Mare, and Tru-nerry, Bristol.

Tebbs, John, Fengate, Peterborough, Farmer. Pet Jan 14. Jan 30. Sols Burt, Gray's-inn, and Taylor, Peterborough.

Tetley, William, Trafalgar-st., Bradford, Woollorier. Pet Jan 14. Bradford, Jan 30. Sol Harle, Bradford.

Thomas, Alfred, Upper Norwood, Surrey. Pet Jan 15. London, Feb 6. Sol Elmle, 1 Lombard-st.

Thompson, James, 7 Little Windmill-st., St. James's, Westminster, Middlesex, Grocer. Pet Jan 14 (in form pauperis). London, Feb 5. Sol Fenton, Basinghall-st.

Tunney, John, 21 & 22 Stafford-st., Wolverhampton, Retail Brewer. Pet Feb 10. Sol Ward, Wolverhampton.

Valens, Alfred, 80 Leader-st., Chelsea, Middlesex, Grocer. Pet Jan 14. London, Feb 6. Sol Smith, 15 Wilmington-sq.

Vant, Christopher, 33 Assembly-row, Mile End-rd., Middlesex, Tailor. Pet Jan 15. London, Feb 5. Sol Baylis, 30 Poultry.

Ward, John, Nottingham, Fruiterer. Jan 16. Nottingham, Feb 6.

Watts, Charles, 37 Dorset-st., Portman-sq., Middlesex, Dairyman. Pet Jan 11. London, Jan 30. Sol Nash, 13 Habertasher-place East, Hoxton.

Weedon, Charles, New-inn-yard, Townsend-road, Portland Town, Middlesex, Job Master. Pet Jan 13. London, Jan 28. Sol Hill, 10 Basinghall-st.

West, Edwin, Netley-road, Woolston, Baker. Pet Jan 13. Southampton, Feb 3. Sol Mackay, Southampton.

Westcott, Betsey, & Sally Westcott, Barnstaple, Devonshire, Milliners. Pet Jan 4. Barnstaple, Jan 29. Sol Bencraft, Barnstaple.

Wheeler, Charles Henry, 14 Blandford Mews, Blandford-sq., Marylebone, Middlesex, Butcher and Cab Proprietor. Pet Jan 13. London, Jan 30. Sol Wells, 47 Moorgate-st.

Weston, Daniel, Chilton, near Ramsgate. Pet Jan 14. London, Feb 4. Sols Linklaters & Hackwood, 7 Walbrook.

Wright, William, Burnley, Lancashire, Innkeeper. Dec. 19. Burnley, Jan 30.

BANKRUPTCIES ANNULLED.

TUESDAY, Jan. 14, 1862.

Hare, Francis John, Embur-cottage, Thames Ditton, Surrey, Clerk in the Commander-in-Chief's Office. Jan 10.

Ingram, James George, 198 Tottenham-cd-rd., Middlesex, Woolen Draper. Jan 9.

FRIDAY, Jan. 17, 1862.

Smith, Charles Henry, Brougham Cottage, Barton-upon-Irwell, near Manchester, Commission Agent. Jan 15.

Smith, William Thompson, & Samuel Cannon, Melbourne, Merchants. Dec. 20.

ADVERTISEMENT for HEIRS, NEXT OF

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LAW LIFE ASSURANCE OFFICE, FLEET STREET,
 London, 2nd January, 1862.

NOTICE IS HEREBY GIVEN THAT A GENERAL MEETING OF THE PROPRIETORS OF THE LAW LIFE ASSURANCE SOCIETY, will be held at the Society's Office, Fleet-street, London, on Saturday, the first day of February next, at twelve o'clock at noon precisely, pursuant to the provisions of the Society's Deed of Settlement, for the purpose of receiving the Auditor's Annual Report of the Accounts of the Society up to the 31st of December last, to elect two trustees in the room of the Right Hon. Lord Campbell deceased, and the Right Hon. Lord Abinger deceased, to elect a director in the room of Benjamin Austin, Esq., deceased, and for general purposes.

The director to be chosen in the room of Benjamin Austen, Esq., deceased, will remain in office until the 24th day of June, 1863.

By order of the Directors,

WILLIAM SAMUEL DOWNES, Actuary.

BRITISH MUTUAL INVESTMENT, LOAN

and DISCOUNT COMPANY (Limited),

17, NEW BRIDGE-STREET, BLACKFRIARS, LONDON, E.C.

Capital, £200,000, in 20,000 shares of £10 each. £3 per share paid.

CHAIRMAN,

METCALF HOPGOOD, Esq., Bishopsgate-street.

SOLICITORS,

MESSRS. PATTESON & COBOLD, 3, Bedford-row.

MANAGER,

CHARLES JAMES THICKE, Esq., 17, New Bridge-street.

INVESTMENTS.—The present rate of interest on money deposited with the Company for fixed periods, or subject to an agreed notice with withdrawal, is 5 per cent.

LOANS.—Advances are made, in sums from £50 to £1,000, upon approved personal and other security, repayable by easy instalments, extending over any period not exceeding 10 years.

Applications for the new issue of Shares may be made to the Secretary of whom Prospectuses, the last Annual Report, and every information can be obtained.

JOSEPH K. JACKSON, Secretary.

